

#### AGENDA CITY COMMISSION MEETING WEDNESDAY, APRIL 12, 2023 CITY HALL | 130 N. NOTTAWA ST. WIESLOCH RAUM

#### WORK SESSION 5:00 P.M.

1. 2<sup>nd</sup> Precinct Commissioner Interviews

#### **REGULAR MEETING 6:00 P.M.**

- 1. CALL TO ORDER BY MAYOR
- 2. PLEDGE OF ALLEGIANCE
- 3. INVOCATION
- 4. ROLL CALL
- 5. PROCLAMATIONS / PRESENTATIONS
  - A. Arbor Day Proclamation Chris McArthur
  - B. Fair Housing Month Proclamation Andrew Kuk
  - C. Sturgis Hospital Update
- 6. VISITORS (Public comments for items not listed as agenda items)
- 7. APPROVAL OF AGENDA
- 8. APPROVAL OF CONSENT AGENDA
  - A. Action of Minutes of Previous Meetings
    - APPROVE the minutes from the March 22, 2023 regular meeting as presented.
  - B. Pay Bills
    - AUTHORIZE the payment of the City bills in the amount of \$2,569,674.75 as presented.
- 9. UNFINISHED BUSINES
- 10. NEW BUSINESS
  - A. Site Plan Review Zoning Ordinance Amendment William Prichard
  - B. RRC Technical Assistance Funding William Prichard
  - C. Redevelopment Ready Communities Resolution Jeff Coney
  - D. Southwest and Industrial Substation Maintenance Bid Chris McArthur
  - E. N. Franks Avenue Right of Way Dedication and Street Acceptance Barry Cox
  - F. Opioid Settlement Agreement Andrew Kuk
  - G. Library Board Appointment Kenneth Rhodes
  - H. LDFA Internal Loan Andrew Kuk
- 11. COMMISSIONER / STAFF COMMENTS
- 12. CLOSED SESSION To conduct a periodic personnel evaluation at the request of the employee
- 13. ADJOURN

# Manager's Report

APRIL 12, 2023



Submitted by:

Andrew Kuk Interim City Manager

# **Work Session**

# **1. 2**<sup>nd</sup> **Precinct Commissioner Interviews**

#### Staff: Mayor Mullins

Included in your packet are applications and associated information from individuals who applied for the 2<sup>nd</sup> Precinct Commissioner position being vacated by Commissioner Klinger. Two candidates submitted information; Charles Huber and Emmanuel Nieves.

As directed by the Commission, this work session will allow time for the Commission to interview the candidates. Discussion regarding their qualifications and a decision to appoint will take place at the April 26<sup>th</sup> City Commission meeting with appointees sitting for their first meeting May 10<sup>th</sup>, 2023.

Interviews will take place in the Large Conference Room of City Hall beginning at 5:00 pm.

Included in your packet:

1. Precinct 2 Commissioner Applications

# 5. Proclamation

# A. Arbor Day Proclamation

# Staff: Chris McArthur

Included in your packet is a proclamation declaring Friday, April 28<sup>th</sup> as Arbor Day 2023 in the City of Sturgis. Issuance of this proclamation is part of the ongoing requirements for Sturgis to be recognized as a Tree City USA.

Included in your packet:

1. Arbor Day Proclamation

# 5. Proclamation

# **B.** Fair Housing Month Proclamation

### Staff: Andrew Kuk

As part of our Fair Housing Plan adopted to meet qualifications for Community Development Block Grant (CDBG) programs, the City is working to promote fair housing by issuing a proclamation recognizing April as Fair Housing Month.

Fair Housing Month recognizes and promotes the Fair Housing Act, enacted on April 11, 1968 and enshrined into federal law with the goal of eliminating racial segregation and ending housing discrimination in the United States. The Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, familial status, national origin, and disability, and commits recipients of federal funding to affirmatively further fair housing in their communities.

A copy of the proclamation is included in your packet.

Included in your packet:

1. Fair Housing Month Proclamation

# 5. Presentation

# C. Sturgis Hospital Update

A representative from Sturgis Hospital will be in attendance to give an update on their transition to a rural emergency hospital.

# 8. Consent Agenda

#### **Proposed Motion:**

Move that the Sturgis City Commission APPROVE/DENY the Consent Agenda for April 12, 2023 as presented.

#### Staff Recommendation: APPROVE

#### 8A. Action of Minutes of Previous Meetings

<u>Consent Agenda Motion:</u> APPROVE the minutes from the March 22, 2023 regular meeting as presented.

#### 8B. Pay Bills

#### Consent Agenda Motion:

AUTHORIZE the payment of the City bills in the amount of \$2,569,674.75 as presented.

# A. Site Plan Review Zoning Ordinance Amendment

#### Staff: William Prichard

At the February 21<sup>st</sup> Planning Commission meeting, staff recommended amendments to the zoning ordinance related to site plan review. Over the years, the site plan review process has evolved. This process has involved staff review and approval prior to the review by the Planning Commission. This allows City staff to work together with the applicants to have the site plan in compliance prior to approval by the Planning Commission and it has proved to expedite meetings and hearings.

City staff recommends numerous amendments to the site plan review ordinance language to reflect the current process. The following is an overview of the changes:

- Updates what requires Planning Commission approval versus what can receive administrative approval.
- Updates the language for a pre-application meeting and sketch plan review.
- Changes the number of plans that are submitted. Over the years the City has transitioned into digital file review. The number of required hard copies is recommended to be reduced from eight to three.
- Updates the list of items that are required on the site plan to be consistent with the checklist the City provides to applicants. This assures the City has the information to complete a thorough review.
- Provides additional details to the review and approval process.
- Creates an amendment section to the ordinance. The current ordinance requires all changes to go back to the Planning Commission while the proposed ordinance allows administrative approval for minor changes while only requiring major changes receive Planning Commission approval.

• Updates the language to state review and approval from the Planning Commission is required. The current language is often misread, leaving the impression that a formal hearing is required.

The proposed amendments to the site plan review process will not only update the review process to more contemporary standards, but also is one of the last requirements to being approved by the Michigan Economic Development Corporation (MEDC) as a Certified Redevelopment Ready Community (RRC). Being RRC certified shows that the City has went through review by the MEDC and has updated our processes to have a streamlined development approval process.

The Planning Commission held a public hearing on the proposed changes at their February 21, 2023 meeting. Following the public hearing, the Planning Commission recommended the changes to the City Commission.

# Proposed Motion:

Move that the Sturgis City Commission CONSIDER/NOT CONSIDER this the first reading of an amendment to the Zoning Code, Article XII, Site Plan Review, as presented.

# Staff Recommendation: CONSIDER

Included in your packet:

- 1. Redline copy of Site Plan Ordinance
- 2. Proposed Site Plan Ordinance

# **B.** RRC Technical Assistance Funding

#### Staff: William Prichard

On January 23<sup>rd</sup>, 2023 the City of Sturgis was officially approved as a Redevelopment Ready Community (RRC) under Essentials status. Upon achieving this designation, the City has access to up to \$40,000 of RRC Technical Assistance (TA) funding towards tasks that align with the greater vision of the RRC program. Additional TA funding is available when the City achieves Certified status.

RRC TA match funding may provide financial support for various projects needed to reach or maintain the RRC Essentials or RRC Certified designations including plan updates, zoning, economic development strategies and more.

Since the implementation of the Master Plan in 2020, the Community Development Department has been planning an update to the Zoning Ordinance to upgrade and reformat in an effort to make it easier to navigate and utilize. At the same time, the Community Development Department has also been looking to enhance their portion of the City's website to provide for user-friendly access to forms and documents, as well as an interactive master plan and interactive guide for development in the City. Both projects are designed to improve transparency, predictability, and consistency for developers that come to the City to do business.

City staff has applied to use TA funding assistance to upgrade and reformat the City's zoning ordinance as well as the Community Development portion of the website. A quote was obtained to complete these projects from Beckett & Raeder Inc. for \$30,000.00. RRC approved covering \$22,500.00 of the \$30,000.00 total cost (75%).

The City currently has budgeted \$40,000.00 in the professional services line item in the Planning and Zoning section of the General Fund for updating the zoning ordinance. If approved by the Commission, the City cost for this project would be \$7,500.00.

The \$22,500.00 in funding support would be paid out in intervals throughout the project. 25% is paid to the City after a signed contract and the scheduling of the kick-off meeting is made available to RRC, 50% after RRC receives a full draft of the changes are available, and then the final 25% upon completion of the projects.

City staff has established a relationship with Beckett & Raeder and has partnered with them on City's Master Plan and most recently the City's Recreation Plan. They have been the City's planning consultant since 2018. They have provided the training to the Planning Commission and Zoning Board of Appeals the last few years. They are an approved vendor with MEDC. Staff is requesting a bid waiver to move forward with the proposal from Beckett & Raeder due to the working relationship that the City has with the company for planning and zoning services.

Staff presented information related to the proposed reformatting of the zoning ordinance to the Planning Commission at their February meeting. They were supportive of moving forward with the change. Staff will present information on the planned reformatting to the City Commission at the meeting.

#### **Proposed Motion:**

Move that the Sturgis City Commission APPROVE/DENY a contract with the Michigan Economic Development Corporation for Redevelopment Ready Communities Technical Assistance Funding in the amount of twenty-two thousand, five hundred dollars (\$22,500.00) with a match amount of seven thousand, five hundred dollars (\$7,500.00) for improvements to the Zoning Ordinance and Community Development website pending legal review and AUTHORIZE Interim City Manager Andrew Kuk to sign all necessary documents.

#### **Proposed Motion:**

Move that the Sturgis City Commission APPROVE/DENY a bid waiver for and the proposal from Beckett & Raeder, Inc. for updating of the Zoning Ordinance and the Community Development website in the amount of thirty thousand dollars (\$30,000.00) as presented.

# Staff Recommendation: APPROVE, AUTHORIZE, and APPROVE

Included in your packet:

- 1. Beckett and Raeder Inc. Contract Proposal
- 2. RRC Approval Letter
- 3. Technical Assistance Funding Guide

# C. Redevelopment Ready Communities Resolution

#### Staff: Jeff Coney

In 2017 the City Commission adopted a Resolution of Intent to participate in the Michigan Economic Development Corporation's (MEDC) Redevelopment Ready Communities (RRC) program. Since starting this process, the City has continued refining and updating areas within our Community Development process to align with RRC standards.

Redevelopment Ready Communities (RRC) is a voluntary technical assistance initiative available to communities across the state which focuses on best practices in planning, zoning, and economic development. Developed by experts in the public and private sector, the RRC Best Practices are the MEDC's standards for providing a predictable development review experience. As part of the RRC process, there are two levels communities can achieve: Essentials or Certified.

At the beginning of 2023 the City was awarded "Essentials" status. This is the level that is earned prior to becoming RRC "Certified". Essentials status offers the following benefits:

- Essentials status specific funding opportunity such as the DDA businesses Match on Main grant program we participated in this past February.
- Provides Technical assistance of \$40,000.00 to assist communities with changes that are necessary to reach the Certified status.

Certified status offers the following further benefits:

- Provides Technical assistance of \$50,000.00 over 5 years to maintain and enhance planning, zoning, and economic development documents/processes that are necessary to retain Certified status.
- Provides Access to the Redevelopment Services Team and site marketing support for developable locations in Sturgis.
- State level RRC Certified specific community funding and grant opportunities.

• Access to ever-evolving benefits such as free event registrations, social media support, and more.

City Staff has two outstanding tasks to complete Certified status with the RRC program. The first task is to adopt this Resolution of Intent to continue pursuing and participating with the RRC program. The second task will be completion of the update to the Site Plan ordinance. A copy of the resolution of intent is included in your packet.

### **Proposed Motion:**

Move that the Sturgis City Commission ADOPT/NOT ADOPT the Resolution of Intent to Continue Pursuing and Participating in the MEDC Redevelopment Ready Communities Program as presented.

## Staff Recommendation: ADOPT

Included in your packet:

- 1. RRC Resolution of Intent
- 2. RRC Best Practices

# D. Southwest and Industrial Substation Maintenance Bid

#### Staff: Chris McArthur

As part of the substation preventative maintenance program, it is recommended that all substation equipment is tested every five years. This year bids were requested for the maintenance on the Eastside Substation and Industrial Substation as part of the preventative maintenance program. Work includes inspection, electrical testing, and routine maintenance on parts.

Five bids were received, and Turner Electrical Services is the low bidder. A bid tab is included in your packet. Staff recommends awarding the bid to Turner Electric for \$44,640.00 with a contingency of \$15,000.00. The contingency budget is in place to cover possible additional expenses related to internal wear parts on the load tap changer (LTC) that may be discovered during maintenance. The LTC adjusts the voltage at the substation.

The preventative maintenance for this project is budgeted as part of the repair and maintenance line item of the Electric Department's FY 2022-23 substation budget.

#### **Proposed Motion:**

Move that the Sturgis City Commission APPROVE/DENY the bid from Turner Electric for maintenance on the Eastside and Industrial substations in the amount of forty-four thousand, six hundred and forty dollars (\$44,640.00) with a contingency of fifteen thousand dollars (\$15,000.00).

Staff Recommendation: APPROVE

Information Included in Packet:

1. Bid Tab

# E. N. Franks Avenue Right-of-Way Dedication and Street Acceptance

#### Staff: Barry Cox

#### North Franks Avenue Right-of-Way Dedication & Street Acceptance

The City Commission is responsible for dedicating property as public right-of-way. During the review of the North Franks Avenue Extension project, two triangular parcels the City purchased in 1994 were determined to have not been dedicated as public right-of-way. Included in your packet are Exhibits A & B which show and describe the two parcels, as well as a resolution which would formally accept conveyance and dedication of the two properties as part of the right-of-way of North Franks Avenue.

#### North Franks Avenue Acceptance

The City Commission is also responsible for approving street acceptance into the City's street system. Typically this acceptance also means certification by the Michigan Department of Transportation (MDOT) to allow for street funding through the Act 51 program. The City Commission is required to adopt a resolution accepting the street as part of MDOT's certification process.

Ahead of N. Franks Avenue project, staff was reviewed the historically "accepted" street length for North Franks Avenue and it was determined the street length was incorrect, with too much length having been certified in the past. In addition, additional length needed to be certified now as part of work to on North Franks Avenue.

Included in your packet is a resolution certifying addition length on North Franks Avenue as a street. The resolution is constructed to correct the previous error as well as add new areas. The result will be a correctly-certified street length for N. Franks Avenue from East Hatch Street to Lafayette Road. The proposal has been reviewed and accepted by MDOT pending the City Commission's adoption of the resolution.

### **Proposed Motion:**

Move that the Sturgis City Commission ADOPT/NOT ADOPT the Resolution for Street Right of Way Dedication for North Franks Avenue.

#### **Proposed Motion:**

Move that the Sturgis City Commission ADOPT/NOT ADOPT the Resolution for Street Acceptance for North Franks Avenue.

### Staff Recommendation: ADOPT and ADOPT

Information Included in Packet:

- 1. Resolution for Street Right of Way Dedication for North Franks
- 2. Right-of-Way Area Map
- 3. Exhibit A
- 4. Exhibit B
- 5. Resolution for Street Acceptance for North Franks Avenue
- 6. Franks Avenue Layout

# F. Opioid Settlement Agreement

#### Staff: Andrew Kuk

In 2021, nationwide settlements were reached to resolve opioids litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors - McKesson, Cardinal Health, and AmerisourceBergen - and against manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson. The State of Michigan chose to participate in these settlements and the City had the ability to participate as well. In December of 2021 the City Commission approved participation in both settlement agreements; these agreements were finalized and payments have begun.

In late 2022, additional agreements were announced with three pharmacy chains -CVS, Walgreens, and Walmart - and two additional manufacturers - Allergan and Teva. As with the 2021 National Settlements, states and local governments that want to participate in the 2022 National Settlements now will have the opportunity to "opt in." The City has the ability to opt-in to any settlement that the State of Michigan is participating in; Michigan has chosen at this time to participate in four agreements with Teva, Allergan, CVS, and Walmart.

The City has been provided information regarding participating in the settlement agreements as well as an agreement between the State of Michigan and participating subdivisions (cities, counties, etc.) for allocation of the funds from the settlement agreements. As with the 2021 agreements, funds would initially be allocated to the State of Michigan, with the State further distributing funds to participating subdivisions. A copy of the information is included in your packet.

Similar to the structure of the 2021 agreements, the greater the level of subdivision participation, the more funds will ultimately be paid out for abatement. Assuming maximum participation, the 2022 settlements require the following payments by settling parties nation-wide:

- Teva to pay up to \$3.34 billion over 13 years and to provide either \$1.2 billion of its generic version of the drug Narcan over 10 years or \$240 million of cash in lieu of product, as each state may elect.
- Allergan to pay up to \$2.02 billion over 7 years.
- CVS to pay up to \$4.90 billion over 10 years.
- Walmart to pay up to \$2.74 billion in 2023, and all payments to be made within 6 years.

Again similar to 2021, generally the more political subdivisions (like the City) that choose to participate, the greater the settlement amounts which are likely to be allocated to Michigan and its participating subdivisions. At this point there is no estimate of how much the City would ultimately receive from this latest round of settlements, but as per the allocation agreement from the State of Michigan, Sturgis is scheduled to receive approximately 0.036% of funds received by the State. On a per-year basis, payments to the City from the first two agreements equal approximately \$18,000.00.

Funds received from the settlements must be used for specific purposes related to the abatement of the opioid epidemic as outlined in the agreements.

To participate, the City would need to opt into the settlements no later than April 18, 2023. Staff is recommending the City participate in all available settlements.

## Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY participation in the Allegran, Teva, CVS, and Walmart Settlements as presented and AUTHORIZE Interim City Manager Andrew Kuk to sign all necessary documents.

# Staff Recommendation: APPROVE

Included in your packet:

- 1. Settlement Information
- 2. Michigan-Subdivision Allocation Agreement

# G. Library Board Appointment

#### Staff: Kenneth Rhodes

The City Commission accepted the resignation of Joyce Haas from the District Library Board at the last regular meeting. This vacancy has been advertised and two applications have been submitted, from Bryce Burch and Aaron Miller. Two appointed representatives each from the City of Sturgis, Fawn River Township, Sherman Township, and Sturgis Township serve as the Sturgis District Library Board. This appointment will fill the remaining term through May 2026.

### <u>Proposed Motion:</u> Move that the Sturgis City Commission APPOINT \_\_\_\_\_\_ to the Sturgis District Library Board through May 2026.

Included in your packet:

1. Library Board Applications

# H. LDFA Internal Loan

#### Staff: Andrew Kuk

At the March 8<sup>th</sup> City Commission Meeting the Commission reviewed and recommended bids to the Local Development Finance Authority (LDFA) for water main and sanitary sewer extensions between Kitson Avenue and N. Nottawa Street (M-66) in the Bullard Industrial Park area.

The LDFA met on April 4<sup>th</sup> and approved the recommended bid from Parrish Excavating, Inc. in the amount of \$414,351.00. To pay for the initial project costs, staff is recommending an internal loan from the Electric Fund. The LDFA will pay back the proposed loan for the project through tax increment financing (TIF) capture funds that are collected annually.

Included in your packet is a proposed loan amortization schedule and resolution approving the loan. The proposed term of the loan is 5 years, and per City policy for internal loans, the interest rate will be tied to the Michigan Statutory Interest Rate, currently at 4.743%. This will result in monthly payments of \$7,770.62, an annual total of \$93,247.44.

The LDFA has three projects either complete or in process that they will be paying for over the next several years. These include the purchase of the Stapleton Industrial Park Lift Station, the current project under discussion, and a purchase of Stapleton Industrial Park Street improvements once completed by the City later this fiscal year. Included in your packet is a cash flow projection for the LDFA outlining the impact of these projects financially over the next several years. The LDFA currently has available net assets (fund balance) and projected annual income from TIF capture and Local Community Stabilization Authority Payments. The cash flow statement projects a final internal loan for the street project, to be brought for LDFA and City Commission consideration at a future date.

LDFA has approved acceptance of the loan pending City Commission action.

### **Proposed Motion:**

Move that the Sturgis City Commission ADOPT/NOT ADOPT the Resolution Authorizing the Internal Loaning of Funds from the Electric Fund to the Local Development Financing Authority (LDFA) for Bullard Industrial Park utility improvements as presented.

# Staff Recommendation: ADOPT

Included in your packet:

- 1. Amortization Schedule
- 2. Internal Loan Resolution
- 3. LDFA Cash Flow Information

# Noteworthy Meetings / Events

- Splashpad Pre-Construction Meeting | March 24<sup>th</sup>
- DDA Promotion Committee Meeting | March 27<sup>th</sup>
- Bourbon, Bacon & Blues Planning Meeting | March 28<sup>th</sup>
- LDFA-EDC-SIA Board Meetings | April 4<sup>th</sup>
- DDA Meeting | April 5<sup>th</sup>

# **Upcoming Events**

- An Evening with Jamie Drake | SYCA | 7:30pm | April 13<sup>th</sup>
- MML Capital Conference | April 19th
- Spring Food & Flower Fest | Downtown | 5:30pm-9:00pm | April 28<sup>th</sup>

# City of Sturgis City Commission Work Session

Agenda Item 1

3-22-2023 Charles Huber 508 W. CongRESS STURGIS, MI 49091 I would LIKE TO HAVE MY NAME PUT OU the LIST TO Face the up Coming Seat on the COMMISSION FOR THE ZED PRECINCT. I AM REFRED ASOF SEPT OF 2022. I have served on the 20INT board of Appeales And STURGIS HOUSING Commission (MAPLE TOWERS). THANK-YOU CHARLES Huber Charle De 26

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Applications will be kept for one year. Return to: City Clerk's Office, 130 N. Nottawa St, Sturgis, MI 49091 or krhodes@sturgis@sturgismi.gov

I am seeking appointment as 2nd precinct commissioner for several reasons. One of them being I want to be a part of the city where I've lived most of my life and be able to implement ideas and strategies to create change in a way that improves the city of Sturgis not only now but decades to come. The most vital of my reasons for wanting to be commissioner is being able to inspire younger individuals to get involved into the community.

# Emmanuel Nieves

emmanuelnieves201145@gmail.com | 2696255561 | 208 N Clay ST Sturgis, MI 49091

#### Summary

Persistent leader eager to lead and grow organizations. Skilled in strategic planning, problem-solving, and communication with good understanding of business principles, project management and team leadership. Collaborative with relentless work ethic.

#### Skills

- Budgeting and Cost Control
- Problem Solving
- Sales
- Time Management

#### Experience

#### CEO | Nieves Pallet Solutions, LLC- Sturgis, MI | 09/2021 - Current

- Build, and repair pallets making sure they are up to core value.
- Deliver pallets to a variety of different local businesses in the area.
- Negotiate with suppliers and order materials according to forecasted customer demand.

#### Construction | James Ware Construction - Sturgis MI | June 2019 - August 2020

- Worked with contractors and other tradespeople to meet project specifications and deadlines.
- Learned to work together as a team, tackled big projects and overcame obstacles together along the way.
- Was part of the construction team of The Boland Tire warehouse back in 2019, helped with the foundation of the building, poured concrete, and put up liner panels.

#### Cashier | Walgreens Pharmacy - Sturgis, MI | March 2018 - June 2019

- Encouraged customers to make additional purchases by highlighting current deals and keeping the lanes well-stocked.
- Processed refunds and exchanges in accordance with company policy.
- Set up new sales displays each week with fresh merchandise.

#### Education

Sturgis High School | Sturgis MI | May 2020

High School Diploma

# City of Sturgis City Commission Regular Meeting

Agenda Item 5A



# PROCLAMATION OF THE CITY OF STURGIS

**WHEREAS,** In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and;

**WHEREAS,** this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and;

WHEREAS, Arbor Day is now observed throughout the nation and the world, and;

**WHEREAS,** trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and;

**WHEREAS,** trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and;

**WHEREAS,** trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and;

**WHEREAS,** trees, wherever they are planted, are a source of joy and spiritual renewal.

**NOW THEREFORE BE IT RESOLVED**, as Mayor of the City of Sturgis I do hereby proclaim April 28<sup>th</sup> 2023, as



In the City of Sturgis and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands,

**AND FURTHER**, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Jeffery A. Mullins, Mayor

# City of Sturgis City Commission Regular Meeting

**Agenda Item 5B** 



# PROCLAMATION OF THE CITY OF STURGIS

# FAIR HOUSING MONTH

**WHEREAS,** The Fair Housing Act was enacted on April 11, 1968 and enshrined into federal law the goal of eliminating racial segregation and ending housing discrimination in the United States; and

**WHEREAS,** The Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, familial status, national origin, and disability, and commits recipients of federal funding to affirmatively further fair housing in their communities; and

**WHEREAS,** the Fair Housing Act seeks to provide equal housing opportunities, to affirmatively further housing choices, to eliminate legal barriers to equal housing and to emphasize equal housing as a fundamental human right for all; and

**WHEREAS,** individuals in Sturgis have the right to choose where to live without discrimination based on race, color, religion, age, sex, disability, gender identity, familial status or national origin; and

**WHEREAS,** the City of Sturgis fully supports the intent and purpose of the Federal Fair Housing Act and looks to promote and further policies and practices in order to achieve the goal of ending housing discrimination.

**NOW THEREFORE BE IT RESOLVED** that the City Commission of the City of Sturgis does hereby declare the month of April 2023 as "Fair Housing Month" in Sturgis.

Jeffery A. Mullins, Mayor

# City of Sturgis City Commission Regular Meeting

Agenda Item 8A

## REGULAR MEETING - STURGIS CITY COMMISSION WEDNESDAY, MARCH 22, 2023 WIESLOCH RAUM – CITY HALL

Mayor Mullins called the meeting to order at 6:00 p.m.

The Pledge of Allegiance was said by all present.

The Invocation was given by Mayor Mullins.

Commissioners present: Bir, Klinger, Kinsey, Smith, Harrington, Hile, Perez, Vice-Mayor Miller, Mayor Mullins Commissioners absent: None

Also present: City Attorney, Interim City Manager, City Controller, Public Safety Director, Community Development Director, Director of Public Services, Parks and Cemetery Supervisor, City Engineer, City Clerk

Chuck Huber, 508 W. Congress, inquired about the availability of City barricades for an upcoming car show. City Staff will work with Mr. Huber on this issue.

Dray Perkins, 206 Pleasant, inquired about the need for food security, detention ponds, and other issues.

Moved by Comm. Hile and seconded by Comm. Perez to approve the agenda as presented with the addition of 10E, RAP Agreement.

Voting yea: Nine

Voting nay: None

**MOTION CARRIED** 

Moved by Comm. Hile and seconded by Comm. Smith to approve the Consent Agenda of March 22, 2023 as presented.

## 8A. Action of Minutes of Previous Meetings

- APPROVE the minutes from the March 8, 2023 work session as presented.
- APPROVE the minutes from the March 8, 2023 regular meeting as presented.
- **B.** Pay Bills
- AUTHORIZE the payment of the City bills in the amount of \$1,409,520.32 as presented.
- C. Community Easter Hunt
- APPROVE the Community Easter Egg Hunt on April 8, 2023 as presented.
- D. Board Resignations
- ACCEPT the resignations of Joyce Haas from the Sturgis District Library Board and Roxanne Persing from the DDA Board of Directors and SEND letters of recognition for their service.

### Voting yea: Nine

Voting nay: None

**MOTION CARRIED** 

Director of Public Services Rick Miller provided detailed background on the history of mowing and related bids. There was extensive discussion on the activities of the Parks and Cemetery department, costs, outsourcing, and other issues.

Moved by Comm. Hile and seconded by Comm. Kinsey to approve the DPS mowing bids for trimming and maintenance of City properties for 2023, 2024, and 2025 from Cutter's Edge Lawn Care & Maintenance LLC, New Creations Landscape Management, Rickett's Lawn Service, Straight Line Mowing, and Total Property Management as presented.

Voting yea: FiveVoting nay: Bir, Perez, Klinger, SmithMOTION CARRIED

Moved by Comm. Hile and seconded by Comm. Kinsey to approve the electric mowing bids for trimming and maintenance of City properties for 2023, 2024, and 2025 from Cutter's Edge Lawn Care & Maintenance LLC, Grand Impressions, New Creations Landscape Management, Rickett's Lawn Service, and Total Property Management as presented. **Voting yea: Nine Voting nay: None MOTION CARRIED** 

Moved by Comm. Hile and seconded by Comm. Kinsey to approve the bids for as-needed leaf pickupservice of City properties for 2023, 2024, and 2025 from Cutter's Edge Lawn Care & MaintenanceLLC, Grasshopper Lawn Care, and Rickett's Lawn Service as presented.Voting yea: EightVoting nay: BirMOTION CARRIED

Tim Stoll, Executive Director of Thurston Woods, explained that the State allows for a continuing care retirement community to be eligible to apply for a license to serve/sell alcohol to their residents and guests. He anticipates using the license for social hours on their campus, possibly during resident meals, and for special events like their 70th Anniversary Dinner. Discussion followed.

Moved by Comm. Harrington and seconded by Comm. Smith to recommend the application of<br/>Thurston Woods Village, 307 N. Franks Ave., for a nonpublic continuing care retirement center<br/>liquor license be considered for approval by the Michigan Liquor Control Commission.Voting yea: NineVoting nay: Bir, HileMOTION CARRIED

Interim City Manager Andrew Kuk provided a history of the City's efforts that have been done in the past related to the allowance of chickens in the City. He explained that the Planning Commission developed a proposed ordinance in 2011, which was never adopted. In 2021, the City Commission decided against moving forward with an urban chicken ordinance.

The City Commission discussed the issue and expressed views in support and against moving forward.

Several citizens expressed their general support of allowing chickens in the City including: Rudy Lance - 614 Sturgis St, Mason Combs - Jacob Street, Larry Hahn - 604 Cottage, Chuck Huber -508 W Congress, Jayna Beard - 508 E West, Steve Kelly - 1313 E Hatch, Newell Franks - 702 Independence, Chelsea Smith - 603 W. West, Anastasia Griffith - 416 Sturgis, Matt Cravin - Burr Oak, Kevin Lawrence - 209 Pleasant, Kelly Lawrence - 505 S Jefferson, Dray Perkins - 206 Pleasant, Josh Verro - 210 Center, and Tracy Galindo.

Some of the ideas were a learning opportunity for children, the need for proper enforcement, the expansion to additional types of fowl, a history of the issue in Sturgis, possible violations, a ballot issue, and other items.

Discussion continued.

Move by Kinsey and seconded by Comm. Perez to refer a recommendation to the PlanningCommission for development of an urban chicken ordinance.Voting yea: EightVoting nay: HileMOTION CARRIED

City Controller Holly Keyser provided details on the necessary amendments for the current fiscal year budget. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Kinsey to approve the Budget Amendments forFiscal Year 2022-2023 as presented.Voting yea: NineVoting nay: NoneMOTION CARRIED

City Clerk/Treasurer provided information on the procedure to fill the upcoming vacancy for 2<sup>nd</sup> Precinct Commissioner. Discussion followed.

The City Commission had consensus to interview 2<sup>nd</sup> Precinct Commissioner applicants at a Work Session on April 12, 2023, appoint at the Regular Meeting on April 26, 2023, and the selected applicant would be sworn in prior to the Regular Meeting on May 10, 2023.

Interim City Manager Andrew Kuk provided information on the Revitalization and Placemaking Program (RAP) grant that the City applied for last year. He explained that the City was notified that the regional grant through Southwest Michigan First had been awarded and then our amount of approximately \$942,000 as a subrecipient part of that grant award. He further explained other requirements of the grant. Discussion followed.

Moved by Comm. Hile and seconded by Comm. Perez to approve the RAP grant subagreement with Southwest Michigan First pending attorney review and authorize Interim City Manager Andrew Kuk to sign all necessary documents.

Voting yea: Nine

Voting nay: None

**MOTION CARRIED** 

City Engineer Barry Cox provided details on the reconstruction of West Main Street and the fact that the City would not be eligible for a grant to defray the cost of reconstruction as a brick street. Discussion followed.

## The City Commission had consensus to move forward with the reconstruction of West Main Street as an asphalt street.

Moved by Comm. Hile and seconded by Comm. Klinger to go into Closed Session to conduct a periodic personnel evaluation at the request of the employee. Voting vea: Bir, Klinger, Kinsey, Smith, Harrington, Hile, Perez, Miller, Mullins **MOTION CARRIED** 

## Voting nay: None

Meeting recessed at 8:12 p.m. Meeting reconvened at 8:55 p.m.

The meeting was adjourned at 8:55 p.m.

## Kenneth D. Rhodes, City of Sturgis Clerk/Treasurer

## City of Sturgis City Commission Regular Meeting

**Agenda Item 8B** 

Page: 1 ACCOUNTS PAYABLE BILL PROOF - CITY OF STURGIS, MI Date: 04/12/2023 Month: 07

Date	Check#	Vendor	Vendor Name	Amount	
Manual Checks					
03-16-2023	245652M	04600	DELBERT E WALLING	1,500.00	
03-17-2023	PR0605M	00061	CITY OF STURGIS PAYROLL	383,040.64	
03-31-2023	PR0606M	00061	CITY OF STURGIS PAYROLL	315,586.80	
03-20-2023	T15623M	01127	STATE OF MICHIGAN	1,602.50	
03-20-2023	T15624M	01127	STATE OF MICHIGAN	690.00	
03-20-2023	T15625M	04197	MI PUBLIC POWER AGENCY	157,438.34	
03-16-2023	T15626M	05892	PAYCOR	322.13	
03-27-2023	T15627M	04197	MI PUBLIC POWER AGENCY	165,828.43	
03-17-2023	T15628M	00062	CITY OF STURGIS-EMPLOYEE INS	70,633.63	
03-17-2023	T15629M	05588	ALERUS FINANCIAL/MERS TRANSFER	2,986.68	
03-22-2023	T15630M	00108	STATE OF MICHIGAN	56,912.99	
04-04-2023	T15631M	00197	CITY OF STURGIS UTILITIES	19,091.18	
04-05-2023	T15632M	06121	GB SOLAR TE 2020 HOLDINGS LLC	75,259.11	
03-13-2023	T15633M	04197	MI PUBLIC POWER AGENCY	264,553.28	
04-04-2023	T15634M	03770	MICHIGAN GAS UTILITIES	53.60	
04-04-2023	T15635M	03770	MICHIGAN GAS UTILITIES	296.24	
04-03-2023 04-12-2023	T15636M	03770 00197	MICHIGAN GAS UTILITIES	17.41 14,577.97	
04-12-2023	T15637M T15638M	03951	CITY OF STURGIS UTILITIES SOUTHERN MICHIGAN BANK & TRUST	5,277.77	
03-25-2023	T15639M	04197	MI PUBLIC POWER AGENCY	32,107.26	
03-24-2023	T15640M	03173	FIFTH THIRD BANK	21,687.52	
04-20-2023	T15641M	00197	CITY OF STURGIS UTILITIES	10,095.50	
04-20-2023	T15642M	03770	MICHIGAN GAS UTILITIES	2,063.41	
04-10-2023	T15643M	03770	MICHIGAN GAS UTILITIES	2,003.41	
04-17-2023	T15644M	04389	FRONTIER COMMUNICATIONS A	604.00	
04-10-2023	T15645M	04421	AT&T MOBILITY	876.68	
04-01-2023	T15646M	04291	HUNTINGTON NATIONAL BANK	3,064.69	
04-20-2023	T15647M	00197	CITY OF STURGIS UTILITIES	6,459.59	
04-11-2023	T15648M	03770	MICHIGAN GAS UTILITIES	3,371.53	
04-13-2023	T15649M	04389	FRONTIER COMMUNICATIONS A	124.23	
04-13-2023	T15650M	04389	FRONTIER COMMUNICATIONS A	53.87	
04-12-2023	T15651M	04389	FRONTIER COMMUNICATIONS A	180.50	
04-12-2023	T15652M	04389	FRONTIER COMMUNICATIONS A	88.20	
04-12-2023	T15653M	04389	FRONTIER COMMUNICATIONS A	214.30	
04-12-2023	T15654M	04389	FRONTIER COMMUNICATIONS A	26.08	
04-12-2023	T15655M	04389	FRONTIER COMMUNICATIONS A	52.07	
04-01-2023	T15656M	04088	BLUE CROSS BLUE SHIELD OF MI	23,382.45	
03-24-2023	T15657M	04088	BLUE CROSS BLUE SHIELD OF MI	24,867.40	
04-21-2023	T15658M	04389	FRONTIER COMMUNICATIONS A	53.36	
03-27-2023	T15659M	04088	BLUE CROSS BLUE SHIELD OF MI	28,195.27	
04-18-2023	T15660M	04389	FRONTIER COMMUNICATIONS A	215.87	
04-19-2023	T15661M	03770	MICHIGAN GAS UTILITIES	108.61	
04-19-2023	T15662M	03770	MICHIGAN GAS UTILITIES	82.25	
04-19-2023	T15663M	03770	MICHIGAN GAS UTILITIES	417.39	
04-19-2023	T15664M	03770	MICHIGAN GAS UTILITIES	2,057.86	
04-20-2023	T15665M	03770	MICHIGAN GAS UTILITIES	792.51	
04-07-2023	T15666M	04088	BLUE CROSS BLUE SHIELD OF MI	29,029.09	
04-01-2023	T15667M	03951	SOUTHERN MICHIGAN BANK & TRUST	1,658.42	
04-03-2023	T15668M	04197	MI PUBLIC POWER AGENCY	162,046.20	
03-17-2023	T15730M	00065	DOYLE MEMBERSHIP TRANSFER	4,030.67	
03-17-2023 03-17-2023	T15731M T15732M	05123 03229	COMERICA BANK-INST TRUST SERV CITY OF STURGIS-WORKERS COMP	34,846.42 3,326.39	
03-11-2023	INIZCI CTT	03223	CIII OF SIGKGIS-WORKERS COMP	3,320.39	

Page: 2 ACCOUNTS PAYABLE BILL PROOF - CITY OF STURGIS, MI Date: 04/12/2023 Month: 07

Date	Check#	Vendor	Vendor Name	Amount
03-17-2023	T15733M	00064	INTL CITY MGMT ASSOC RETR CORP	8,429.08
03-17-2023	T15734M	00063	CITY OF STURGIS TAX TRANSFER	22,087.67
03-31-2023	T15735M	00062	CITY OF STURGIS-EMPLOYEE INS	69,102.47
03-31-2023	T15736M	05588	ALERUS FINANCIAL/MERS TRANSFER	2,807.30
03-31-2023	T15737M	00065	DOYLE MEMBERSHIP TRANSFER	3,984.30
03-31-2023	T15738M	00063	CITY OF STURGIS TAX TRANSFER	17,688.23
03-31-2023	T15739M	05123	COMERICA BANK-INST TRUST SERV	31,664.76
03-31-2023	T15740M	03229	CITY OF STURGIS-WORKERS COMP	2,494.11
03-31-2023	T15741M	00064	INTL CITY MGMT ASSOC RETR CORP	7,763.03
Automotia (	boalra			
Automatic C		00110	A C K DEINTING C DOOLG	41E 00
04-12-2023 04-12-2023	245653 245654	00110 00066	A & K PRINTING & POOLS	415.00 83.00
			ACTION QUICK PRINT PLUS	
04-12-2023	245655	05707	ADRIAN ENVIRONMENTAL LLC	9,425.00
04-12-2023	245656	00332	ALEXANDER CHEMICAL CORP	2,506.90
04-12-2023	245657	00296	AMANDA G BARE	22.70
04-12-2023	245658	00296	AMANDA G BARE	258.67
04-12-2023	245659	06119	AMAZON.COM SALES INC	2,798.43
04-12-2023	245660	06318	AMBULANCE BILLING NETWORK LLC	252.98
04-12-2023	245661	00340	AMERICAN SAFETY & FIRST AID	207.27
04-12-2023	245662	06383	AMERICAN TACTICAL K9 ASSOC	650.00
04-12-2023	245663	03576	ARROW SERVICES INC	76.55
04-12-2023	245664	00736	ASCAP	38.75
04-12-2023	245665	05462	AUTOZONE STORES LLC	66.78
04-12-2023	245666	05868	B & B ENVIRONMENTAL SERV LLC	
04-12-2023	245667	06117	BENITA ANN LEWIS	75.00
04-12-2023 04-12-2023	245668 245669	00072 02749	BIRD, SCHESKE, REED & BEEMER,	7,543.00 15.00
			HARLAN BLOOD	
04-12-2023 04-12-2023	245670	00511 00132	BOALS SEWER & DRAIN CLEANING	110.00
04-12-2023	245671 245672	00132	BOFA INC BOLAND TIRE INC	688.00 5,628.80
04-12-2023	245673	05991	BORGESS MEDICAL GROUP	446.00
04-12-2023	245674	03316	BORKHOLDER VINYL	2,745.50
04-12-2023	245675	02004	BRANCH HILLSDALE ST JOE HEALTH	2,745.50
04-12-2023	245675	01283	BYCE & ASSOCIATES INC	817.50
04-12-2023	245677	05125	CANNON TECHNOLOGIES	4,500.00
04-12-2023	245678	01323	CITY OF COLDWATER	2,266.81
04-12-2023	245679	03833	COCM	245.00
04-12-2023	245680	05560	MICHAEL P COLLINS	500.00
04-12-2023	245681	06354	COMMONWEALTH HERITAGE GROUP	1,695.00
04-12-2023	245682	06065	COOPER'S TRENCHING INC	2,500.00
04-12-2023	245683	06325	COTTIN'S HARDWARE	443.84
04-12-2023	245684	06158	CULLIGAN WATER OF STURGIS	54.00
04-12-2023	245685	05694	CUMMINS INC	2,223.11
04-12-2023	245686	00084	D-K FENCE CO INC	795.75
04-12-2023	245687	00296	DA CONTRACTING LLC	4,675.82
04-12-2023	245688	00296	DANIEL L TERRY	30.61
04-12-2023	245689	01684	DETROIT SALT COMPANY	13,665.37
04-12-2023	245690	03095	MARY DRESSER	130.00
04-12-2023	245691	00364	CAROL DUSTIN	485.00
04-12-2023	245692	06361	ECOLAYERS INC	2,325.00
04-12-2023	245693	06381	ECOLATERS INC EDM INTERNATIONAL INC	6,350.00
04-12-2023	245694	00166	ELHORN ENGINEERING CO	1,345.00
5 I IZ 2023	212071	00100	TEROIR PROTICEDICING CO	1,515.00

Page: 3 ACCOUNTS PAYABLE BILL PROOF - CITY OF STURGIS, MI Date: 04/12/2023 Month: 07

Date	Check#	Vendor	Vendor Name	Amount
04-12-2023	245695	00958	EMBLEM ENTERPRISES INC	384.56
04-12-2023	245696	04955	ENVIRO-CLEAN	10,552.00
04-12-2023	245697	06230	ERGOTECH CONTROLS INC	150.00
04-12-2023	245698	05929	FACTUAL DATA	50.00
04-12-2023	245699	05151	FAWN RIVER MECHANICAL LLC	1,379.20
04-12-2023	245700	05490	FERGUSON WATERWORKS #3386	14,701.77
04-12-2023	245701	00776	FLEIS & VANDENBRINK	23,035.60
04-12-2023	245702	06287	FOCAL POINT STUDIOS	5,000.00
04-12-2023	245703	04389	FRONTIER COMMUNICATIONS A	3,516.79
04-12-2023	245704	06378	GABRIDGE N&P LLC	19,000.00
04-12-2023	245705	00291	GATEHOUSE MEDIA MICHIGAN	138.00
04-12-2023	245706	02082	GECKO SECURITY LLC	3,095.00
04-12-2023	245707	06367	GMES LLC DBA FARWEST	408.67
04-12-2023	245708	04993	GOLDEN WEST INDUSTRIAL SUPPLY	621.73
04-12-2023	245709	00183	W W GRAINGER INC	2,159.19
04-12-2023	245710	01298	HAGEN CEMENT PRODUCTS INC	215.70
04-12-2023	245711	04588	HI-TECH ELECTRIC COMPANY	2,000.00
04-12-2023 04-12-2023	245712 245713	03402 00633	SHARON HUDSON MICHAEL HUGHES	240.00 6,351.71
04-12-2023	245713	04922	HUTSON ASSESSING INC	6,290.72
04-12-2023	245715	03608	ID NETWORKS INC	1,995.00
04-12-2023	245716	05522	INTERSTATE BATTERIES-GREAT LKS	367.23
04-12-2023	245717	05171	STUART C IRBY CO	122,407.59
04-12-2023	245718	06379	JM TEST SYSTEMS LLC	286.00
04-12-2023	245719	06314	JODIE M JOHNSON	60.00
04-12-2023	245720	06217	JOHN J FLOWERS	80.00
04-12-2023	245721	00889	KENTON KELLEY	81.00
04-12-2023	245722	04238	MICHELE KELLEY	67.50
04-12-2023	245723	00020	KENDRICK STATIONERS INC	105.16
04-12-2023	245724	03284	TERRY KOEHL	240.00
04-12-2023	245725	01101	JANENE KOSMAN	200.00
04-12-2023	245726	00581	KRONTZ GENERAL MACHINE & TOOL	61.05
04-12-2023	245727	04071	KS AUTO SERVICE INC	3,397.86
04-12-2023	245728	00212	KSS ENTERPRISES	49.49
04-12-2023	245729	01846	LAGRANGE CO CHAMBER OFCOMMERCE	
04-12-2023	245730	05977	LAKELAND INTERNET LLC	106.94
04-12-2023	245731	06333	LAND & RESOURCE ENGINEERING	
04-12-2023	245732	00216	LAWSON PRODUCTS INC	331.94
04-12-2023	245733	05818	LAZER EXPRESSIONS LLC	158.00
04-12-2023	245734	01305	LIBERTY OFFICE PRODUCTS	280.00
04-12-2023	245735	05145 06385	LOCAL COMMUNITY STABILIZATION	2,225.92
04-12-2023 04-12-2023	245736 245737	05150	MAIN STREET SMOKEHOUSE MALWAREBYTES CORPORATION	1,036.00 5,398.40
04-12-2023	245737 245738	00503	R W MERCER CO	242.00
04-12-2023	245739	04817	MICHIANA RECYCLING & DISPOSAL	1,184.94
04-12-2023	245740	03774	STATE OF MICHIGAN	198.00
04-12-2023	245741	01641	MICHIGAN RURAL WATER ASSOC	100.00
04-12-2023	245742	01078	STATE OF MICHIGAN	52.00
04-12-2023	245743	05121	MICKEY'S LINEN	358.63
04-12-2023	245744	05636	MAGLOCLEN INC	400.00
04-12-2023	245745	04702	MILLER JOHNSON ATTORNEYS	1,036.75
04-12-2023	245746	05051	MILSOFT UTILITY SOLUTIONS	527.79
04-12-2023	245747	01596	MOTION INDUSTRIES INC	88.56

Page: 4 ACCOUNTS PAYABLE BILL PROOF - CITY OF STURGIS, MI Date: 04/12/2023 Month: 07

Date	Check#	Vendor	Vendor Name	Amount
04-12-2023	245748	00847	MWEA NAPA AUTO PARTS NCL OF WISCONSIN INC OTIS ELEVATOR COMPANY DAGE ANALYTICAL SERVICES IIC	150.00
04-12-2023	245749	06069	NAPA AUTO PARTS	1,052.79
04-12-2023	245750	01411	NCL OF WISCONSIN INC	585.55
04-12-2023	245751	03080	OTIS ELEVATOR COMPANY	803.37
04-12-2023	245752	05671	PACE ANALYTICAL SERVICES LLC	728.60
04-12-2023	245753	00041	PAMELA CALDWELL	75.00
04-12-2023	245754	00296	PAMELA WHITE	50.41
04-12-2023	245755	00041	PAUL PRESTON	300.00
04-12-2023	245756	01210	PIONEER MANUFACTURING COMPANY	55.90
04-12-2023	245757	05042	PLANT GROWTH MANAGEMENT SYSTEM	5,600.40
04-12-2023	245758	00033	POSTNET POSTAL & BUSINESS	138 11
04-12-2023	245759	00485	POWER LINE SUPPLY	5,453.58
04-12-2023	245760	03091	PRIME QUALITY ELECTRIC LLC	2,376.56
04-12-2023	245761	01817	RADIAN RESEARCH INC	22,906.51
04-12-2023	245762	04909	REHMANN ROBSON LLC	942.50
04-12-2023	245763	00035	RESCO	3,649.50
04-12-2023	245764	06038	REVOLUTION HEALTH, P.C.	657.00
04-12-2023	245765	00277	RS TECHNICAL SERVICES INC	6,740.00
04-12-2023	245766	00276	SAFETY SERVICES INC	102.37
04-12-2023	245767	00041	SCOTT CAUDILL	66.00
04-12-2023	245768	05765	SELKING INTERNATIONAL	1,772.92
04-12-2023	245769	05812	POWER LINE SUPPLY PRIME QUALITY ELECTRIC LLC RADIAN RESEARCH INC REHMANN ROBSON LLC RESCO REVOLUTION HEALTH, P.C. RS TECHNICAL SERVICES INC SAFETY SERVICES INC SCOTT CAUDILL SELKING INTERNATIONAL DAVID SMITH SSOE GROUP INC STURGIS AREA CHAMBER STURGIS GLASS LLC STURGIS HARDWARE	400.00
04-12-2023	245770	04310	SSOE GROUP INC	2,300.00
04-12-2023	245771	01458	STURGIS AREA CHAMBER	150.00
04-12-2023	245772	05826	STURGIS GLASS LLC	703.57
04-12-2023	245773	02174	STURGIS HARDWARE	123.73
04-12-2023	245774	00101	STURGIS NEIGHBORHOOD PROGRAM STURGIS OVERHEAD DOOR & LADDER	5,033.33
04-12-2023	245775	00507	STURGIS OVERHEAD DOOR & LADDER	4,781.15
04-12-2023	245776	06134		
04-12-2023	245777	04140	SWICK BROADCASTING COMPANY TAMMY BEGLEY ROBERT TAYLOR TELE-RAD INC THE COPY IMAGE INC TIFFANY CRUZ	729.00
04-12-2023	245778	00296	TAMMY BEGLEY	380.54
04-12-2023	245779	05682	ROBERT TAYLOR	165.00
04-12-2023	245780	00046	TELE-RAD INC	977.50
04-12-2023	245781	06125	THE COPY IMAGE INC	375.55
04-12-2023	245782	00041	TIFFANY CRUZ	300.00
04-12-2023	245783	05777	TRACE ANALYTICAL LABORATORIES TRUCK & TRAILER SPEC INC UNITED PARCEL SERVICE	64.00
04-12-2023	245784	01247	TRUCK & TRAILER SPEC INC	234.98
04-12-2023	245785	01238	UNITED PARCEL SERVICE	27.52
04-12-2023	245786	03331	ITTIITTES INSTRUMENTATION SERV	12 458 57
04-12-2023	245787	01810	VAN METER & ASSOCIATES INC VIVIAN VANNEST ERICA VARGAS SARCO WARNER OIL COMPANY WASTE MANAGEMENT WILLIAMS TREE CO LLC YEOMAN. TALIA	285.00
04-12-2023	245788	00556	VIVIAN VANNEST	240.00
04-12-2023	245789	05745	ERICA VARGAS SARCO	180.00
04-12-2023	245790	05659	WARNER OIL COMPANY	904.75
04-12-2023	245791	03511	WASTE MANAGEMENT	120.00
04-12-2023	245792	06339	WILLIAMS TREE CO LLC	5,267.50
04-12-2023	245793	06107		
04-12-2023	D01965	04066	BORDEN WASTE-AWAY SERVICE INC	6,401.50
04-12-2023	D01966	00077	CARQUEST AUTO PARTS	3.47
04-12-2023	D01967	02983	CINTAS LOCATION #351	2,573.90
04-12-2023	D01968	00019 03944	CARQUEST AUTO PARTS CINTAS LOCATION #351 KENDALL ELECTRIC INC LINDE GAS & EQUIPMENT INC MARANA CROUP	89.29
04-12-2023	D01969		LINDE GAS & EQUIPMENT INC	418.92
04-12-2023	D01970	06250	MARANA GROUP	3,657.69
Manual Tota	1			\$2,098,077.59
Automatic T				\$471,597.16

Grand Total

\$2,569,674.75

## PAYROLL DISBURSEMENT

### FOR PAYROLL ENDING 03/12/2023 PR0605M PAYROLL DATE 03/17/2023

GENERAL	\$157,726.85
MAJOR STREET	9,212.05
LOCAL STREET	9,922.11
CEMETERY	6,370.64
DDA	859.43
AIRPORT	827.12
BUILDING	3,410.72
STURGES-YOUNG CENTER FOR THE ARTS	5,855.23
RECREATION	3,345.42
DOYLE RECREATION CENTER	9,779.98
AMBULANCE	13,180.76
ELECTRIC	138,784.03
SEWER	15,515.21
WATER	7,492.36
MOTOR VEHICLE	758.73
Payroll Sub-Total	\$383,040.64

## PAYROLL DISBURSEMENT

## FOR PAYROLL ENDING 03/26/2023 PR0606M PAYROLL DATE 03/31/2023

GENERAL	\$149,045.26
MAJOR STREET	6,493.71
LOCAL STREET	5,442.18
CEMETERY	5,196.55
DDA	989.25
AIRPORT	0.00
BUILDING	3,445.36
STURGES-YOUNG CENTER FOR THE ARTS	5,480.99
RECREATION	3,345.42
DOYLE RECREATION CENTER	10,280.21
AMBULANCE	12,985.24
ELECTRIC	83,067.11
SEWER	15,225.66
WATER	13,249.03
MOTOR VEHICLE	1,340.83
Payroll Sub-Total	\$315,586.80

## City of Sturgis City Commission Regular Meeting

## Agenda Item 10A

#### ARTICLE XII. - SITE PLAN REVIEW

State Law reference— Site plans, MCL 125.3501584d.

1.1201. - Purpose.

Before a building permit is issued for any use identified as requiring a building permit, a site plan shall be submitted to the <u>Community Development Departmentplanning board</u> for review and approval. Before granting approval, the planning <u>commissionboard</u> shall ascertain that all provisions of this <u>articlesection</u> are <u>complied</u> with and that the proposed location and arrangement of buildings, accesses, parking area, walkways, yards, open areas, and other improvements <u>limitproduce no</u> potential health, safety, or protection hazards, and that the arrangement of buildings and structures will provide convenience for the intended occupants or utilization by the public and will be harmonious with development on <u>adjoiningadjacent</u> properties.

1.1202. - Scope.

- (A) \_—Except as set forth below, the <u>Community Development Departmentbuilding department</u> shall not issue a building permit for construction of any buildings, structures, or uses until a site plan, submitted in accordance with this zoning ordinance, shall have been reviewed and approved and signed by the planning <u>commission</u>. <u>board</u>.
- (B) \_—The following buildings, structures, or uses shall be exempt from the site plan review and <u>approval</u> <u>by the planning commission procedure but must receive approval from the zoning</u> administrator:procedures.
  - (1) \_\_\_\_Single- or two-family <u>dwellingshomes under separate ownership</u> on an individual and separate lot for each home, and including accessory <u>structures and</u> uses.
  - (2) <u>Accessory</u> <u>Interior</u>, accessory, and subordinate buildings which meet all the following criteria:
    - (a) <u>Requirerequiring</u> no new or additional means of access thereto from adjoining public roads or highways.
      - (b) Do not-or require additional parking exceeding 10% of existing parking area.
      - (c) Complyand complying with all zoning ordinance requirements.
  - (3) \_—Projects involving the expansion, remodeling, or enlargement of existing buildings which <u>meetcomply with</u> all <u>the following criteria:</u>
    - (a) Requirezoning code requirements and involve no new or additional means of access thereto from adjoining public roads or highways.
    - (b) Do not require or required additional parking exceeding 10% of existing parking area.
       (c) Comply with all zoning ordinance requirements.
  - (4) \_-Additional buildings or structures similar to those previously existing upon an individual site that meet all the following criteria:
    - (a) Require no new or additional means of access from adjoining public roads or highways.
    - (b) Do not require additional parking exceeding 10% of existing parking area.
    - (c) Complycomplying with all zoning ordinancecode requirements, and requiring no new or additional means of access thereto from adjoining public roads or highways for such purposes, and which do not require any additional parking area to comply with the requirements of article IX [of this zoning ordinance].
  - (5) \_—Uses such as on-premises advertising signs except as provided for in article XIII fof this zoning ordinance.

(6) Parking area projects which meet all the following criteria:

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(a) Require no new or additional means of access from adjoining public roads or highways.	
<ul> <li>(b) Do not require additional parking exceeding 10% of existing parking area.</li> </ul>	
(c) Comply with all zoning ordinance requirements.	
(7) Parking lot mill and repave projects where an approved site plan is on file, unless there are grading changes or changes to the configuration of the parking lot.	
(8) Minor site plan amendments.	
<del>}</del>	
1.1203 Optional Pre-Application Meeting and Sketch Plan Review.sketch plan review.	
(A) _—Preliminary sketches of proposed site and development plans may be submitted for review to the <u>Community Development Departmentplanning board</u> prior to final approval. The purpose of this procedure is to allow discussion between an owner, <u>the zoning administrator and other City staff-and</u> the planning board to better inform the owner of the acceptability of his proposed plans prior to incurring extensive engineering and other costs which might be necessary for final site plan approval. The sketch plan shall include, as a minimum, the following information.	
(1)The name and address of the applicant or developer. including the names and addresses of any officer of a corporation or partners of a partnership.	Formatted: Left
(2) <u>A legal description of the property.</u>	
(3) Sketch plans drawn to scale <u>of showing tentative</u> site and <u>any existing and proposed</u> <u>improvements.development plans.</u>	
(3) Use of property, building information, outside changes, surrounding land uses.	
(B) <u>City staff or the</u> <u>The</u> planning <u>commission</u> beard shall not be bound by a tentative approval if given at this time.	Formatted: Left
1.1204 Application procedure.	
Requests for final site plan review shall be made by filing with the building department the following items with the Community Development Department:-	
(A) _—A review fee as determined by resolution of the <u>City Commission</u> . No applicationeity commission based upon the cost of processing the review. The resolution shall be <u>accepted until the fee has been</u> <u>paid</u> on file with the city clerk for public information.	Formatted: Left, Indent: Left: 0", Hanging: 0.25"
(B) <u>A Eight copies of the completed application form for site plan review which shall contain, as a minimum, the following information:</u>	
(1) _—The name <u>, and</u> address and contact information of the applicant.	
(2)The name, address and contact information of the property owner.	
(3) A correct legal description of the property subject parcel of land.	Formatted: Left, Indent: Left: 0.31", Hanging: 0.25"
(4) 3) The area of the propertysubject parcel of land stated in acres, or if less than one acre, in square feet.	
( <u>5)_</u> 4)—The present zoning classification of the propertysubject parcel and abutting parcels.	
(6) 5) A description of the proposed development.	
(C) <u>Three</u> <u>Twenty single-page site plans and four full paper sets and one digital format set of site development plans including topography, water, sewer, electric, gas, etc. with the architect's and/or engineer's engineers seal affixed shall be submitted. All plans may be submitted at the same time, however, four sealed sets and five one-page site plans should be submitted not less than ten days.</u>	

prior to the schedule meeting at which the planning board. is scheduled to take action. Plans shall include the following information:

- (1) The title of the proposed project.
- (2) The name of the property owner or proprietor.
- (3) The location of the project, the street name, and the address.
- (4) Professional seal of the architect or engineer which are licensed in the State of Michigan, and their name, address, phone number, and email address.
- (5) The date drawn and subsequent revision dates.
- (6) —The plan shall be drawn to an appropriate scale of not smaller in size than one inch equals 20 feet for a development of not more than three acres, and a scale of not smaller in size than one inch equals to 100 feet for a development in excess of three acres.
- (7) 2)—The plan shall show an appropriate descriptive legend, north arrow, <u>and scale, scale, date</u> of preparation, and the name and address of the individual or firm preparing the plan.
- (8) 3)—The property shall be identified by lot lines and general location together with dimensions, angles, and size correlated with the legal description of the property.
- (9) All utilities including water, sewer, electric, gas, phone, fiber, cable, wells and cisterns, hydrants, fire department connections, right of ways and points of access. For water service, include size of service line and meter. For sanitary service include the building sewer size.
- (10) The topography of the site with at least one(4) The topography of the site with at least two-foot contour intervals and all natural features such as wood lots, streams, rivers, lakes, wetlands, unstable soils, and similar features shall be shown, as required by the city engineer.
- (11) 5) Existing manmade and natural features upon the site and adjoining sites within 100 feet of the ownership site boundary shall be identified and located. Indicate which features will be retained or removed. This shall include signs, parking areas, dumpster location and enclosure, fences, drainage, above/underground storage tanks, fire department connections, wooded areas, drains, 100-year flood plains, floodway, soil contamination, groundwater contamination, etc.
- (12) The location of all buildings with setbacks as required by the zoning ordinance, distance from lot lines and other buildings(6) The location, proposed finished floor and grade line elevations, the size of proposed main and accessory buildings, the relationship of buildings to one another and to any existing structures on the site, <u>number of floors</u>, width, length and the height of all buildings and square footage of floor space therein shall be indicated. Site plans for multiplefamily residential development shall also include a density schedule showing the number of dwelling units per net acres, including a dwelling schedule showing the unit type (one bedroom, two bedrooms, etc.) and number of each unit.
- (13) 7) All proposed and existing streets, driveways, sidewalks, and other vehicle or pedestrian, non-motorized or vehicular circulation features upon and adjoiningadjacent to the site shall be shown, together with the location, size, and number of parking areas, service lanes thereto, and service parking and delivery or loading areas. Wheel stops are required. Sidewalks are required which meet ADA access, for inter\_site access, as well as public access across the property along all road <u>frontagesfrontage</u>. Interconnection of parking lots between business properties <u>shall</u> follow the requirements in Article IX of the zoning ordinance is encouraged.
- (<u>14)</u> 8)—The location, use, and size of open spaces together with landscaping, screening, fences, walls, and proposed alterations of topography or other natural features shall be indicated.
- (15) 9) The proposed operations on the site shall be described in sufficient detail to indicate indicated the effect, if any, upon adjoining lands and occupants, together with any special features which are proposed to relieve any adverse effects to adjoining land and occupants. Any potential demands for future community service will also be described, together with any special features

which will assist in satisfying these demands. The colors, materials, textures of all buildings, walls, roofs, fences, and signage and other items of installation on the site shall be explained in sufficient detail to allow review.

- (16) Elevations of all building, accessory buildings, and accessory structures. This includes mechanical equipment. If in the Central Business District, all items to verify compliance with the Design Review Guidelines shall be shown.
- (17) 10) Any earth-change plans required by state law shall also be submitted with the application.
- (18) Electric<sup>11</sup>) On-site lighting, electric service, and meter location, surface water drainage for the site, and transformer proposed locations for sanitary sewage disposal and water supply-shown on the site plan. Pre-application for electric service must be completed prior to submittal.plans.
- (19) On-site lighting with photometrics.

- (20) Surface water drainage for the site. All new storm water system shall be built and maintained in compliance with the City of Sturgis Storm Water Design Criteria Manual. Calculation worksheet must be included with the submittal and be signed and sealed by architect or engineer.
- (21) The locations of signs, either existing or proposed, and an indication of their size, height, and design to verify compliance with the zoning ordinance.
- (22) The location of any outdoor storage including a description of the items to be located outdoors, as well as the location and description of required screening.
- (23) Location of any hazardous materials. If any will be located on the site, provide type of material, guantity, and all required hazards.
- (24) (12) The site plan shall include any other information as may be determined to be necessary by the <u>zoning administratorplanning board</u> because of any peculiar features of the proposed development.
- (25) If the proposed development is located in the City's wellhead protection area, it shall also follow Article XV Groundwater Protection of this zoning ordinance.

#### 1.1205. - Action on application and plans.

- (A) \_\_The <u>Community Development Departmentbuilding department</u> shall record the date of the receipt of the application and plans\_are received, and shall transmit copies thereof to the chairman of the planning board, the city building department, the zoning administrator, the electrical department, the city engineer, the police chief and fire chief, and copies to the other affected <u>Citycity</u> departments.
- (B) City administrative approval is required prior to(B) A hearing shall be scheduled for a review by the planning commission. Upon receiving administrative approval by City staff, of the application and plans as well as reviewing the site plan will be placed on an upcoming Planning Commission meeting. The zoning administrator or their designee will notify the applicant of the date, time, and place of the planning commission meeting for the review to be heard.
- (C) recommendations of the city engineer, the building department and the police chief and fire chief. Members of the planning <u>commissionbeard</u> shall be <u>provided withdelivered</u> copies of the application and plans prior to the <u>meeting</u> hearing for their information and study, the hearing shall be scheduled within not more than 30 days following the date of the receipt of the plans and application by the building department.
- (C) The applicant shall be notified of the date, time and place of the hearing on his application not less than three days prior to the date.
- (D) (D) Following the <u>planning commission reviewhearing</u>, the planning <u>commissionboard</u> shall have the authority to approve, disapprove, modify, or alter the proposed plans in accordance with the purpose of the site plan review provisions of this section and the criteria contained herein. In those

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**Formatted:** Indent: Left: 0", Hanging: 0.31", Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 2 + Alignment: Left + Aligned at: 0.25" + instances where modification is required, the planning <u>commissionbeard</u> may either approve the plans contingent upon the required alterations or modifications, if any, or may require a further review after the modifications have been included in the proposed plans for the applicant.

(E) The planning commission may stipulate special conditions and restrictions upon the approval of the site plan as deemed necessary for the protection of the public interest.

(F) A copy(E) Two copies of the approved final site plan, including any required modifications or alterations, shall be maintained as part of the <u>Citycity</u> records for future review and enforcement. One copy shall be returned to the applicant. Each copy shall be signed and dated by the chairman of the planning board for identification of the finally approved plans, as well as signed and dated by the applicant. If any variances from the zoning ordinance have been obtained from the zoning board of appeals, the minutes concerning the variances duly signed shall also be filed with the <u>Citycity</u> records as a part of the site plan and delivered to the applicant for his information and direction. The site plan shall become part of the record of approval <u>and</u>, <del>arid</del> subsequent actions relating to the activity authorized shall be consistent with the applicant and the planning board.

1.1206. - Criteria for review.

In reviewing the application and site plan and approving, disapproving, or modifying the plan, the planning <u>commissionboard</u> shall be governed by the following standards:

- (A) \_—There is a proper relationship between the existing streets and highways within the vicinity and proposed acceleration and/or deceleration lanes, service drives, entrance and exit driveways, and parking areas to <u>ensureinsure</u> the safety and convenience of pedestrian, <u>non-motorized</u>, and vehicular traffic.
- (B) \_—The buildings and structures proposed to be located upon the premises are so situated as to minimize adverse effects upon owners and occupants of <u>adjoiningadjacent</u> properties.
- (C) \_\_As many natural features of the landscape shall be retained as possible where they furnish a barrier screen, or buffer between the project and adjoining properties used for dissimilar <u>usespurposes</u> and where they assist in preserving the general appearance of the neighborhood.
- (D) \_—Any adverse effects of the proposed development and activities emanating therefrom which affect adjoining residents or owners shall be minimized by appropriate screening, fencing, landscaping, setback, and location of buildings, structures, and entryways.
- (E) \_—The layout of buildings and improvements will minimize any harmful or adverse effect which the development might otherwise have upon the surrounding neighborhood.
- (F) \_-The site plan must comply with all provisions of the <u>City code of ordinances and the</u> zoning code. <u>The planning commission may stipulate special conditions and restrictions of the site plan as</u> <u>deemed necessary for the protection of the public interest.</u> However, this would not preclude the applicant from applying for an appropriate variance with the zoning board of appeals.
- 1.1207. Conformity to approved site plan.
- (A) \_—Revocation of site plan approval. Property which is the subject of site plan approval must be developed in strict compliance with the approved site plan, inclusive of any amendments, which has received the approval.<u>of the planning board</u>. If construction and development does [de] not conform with the approved plan, the approval of the site plan shall be revoked by the <u>Community</u> <u>Development Departmentbuilding department</u> by written notice of the revocation posted upon the premises involved and mailed to the owner at his last known address. Upon revocation of this approval, all construction activities shall cease upon the site until the time the violation has been corrected or the planning <u>commissionbeard</u> has, upon proper application of the owner and after <u>reviewhearing</u>, approved a modification <u>ofin</u> the site plan.
- (B) \_—Criteria for commencing construction. Approval of the site plan shall be valid for a period of one year. If a building <u>permitpen-nit</u> has not been obtained and on-site development.actually commenced

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within one year, the site plan approval shall become void and a new application for site plan approval shall be required and new approval obtained before any construction or earth change is commenced upon the site. An applicant may make application for a six-month extension of the site plan to the <u>Community Development Department</u>. The extension shall be granted if the zoning administrator finds good cause for the extension and that zoning regulations and site conditions of the subject property and adjoining properties have not changed since the site plan approval.

#### 1.1208. - Amendment to site plan.

- (A) A proposed amendment, modification, or alteration to a previously approved site plan may be submitted to the <u>zoning administrator</u>. The <u>zoning administrator shall determine whether the change</u> is major, warranting review by the planning <u>commission</u>, or <u>minor</u>, allowing administrative approval, as noted below:
  - (1) Minor changes. Minor changes may be approved by the zoning administrator after review by affected City departments determining that the proposed revision(s) will not alter the basic design and character of the plan as approved by the planning commission, nor any specified conditions imposed as part of the original approval. The zoning administrator has the discretion to request review by the planning commission for minor changes. Minor changes shall include the following:

(a) Reduction of the size or height of any building.

- (b) Movement of buildings and/or signs by no more than ten feet if consistent with required setbacks, open space, and other standards.
- (c) Landscaping approved in the final development plan that is replaced by similar landscaping to an equal or greater extent.
- (d) Changes in floor plans, of up to five percent of the total floor area, which do not alter the character of the use or increase the amount of parking by more than 10%.
- (e) Internal rearrangement of a parking lot which does not affect the number of parking spaces or alter access locations or design.
- (f) Improvements or slight relocation of site access or circulation, such as inclusion of deceleration lanes, boulevards, curbing or pedestrian/bicycle paths, where appropriate.
- (g) Changes of building materials to another of similar or higher quality, or a slight change in the color of the exterior material.
- (h) Grade change of up to one foot, reviewed and approved by the City engineer.
- (i) Modification of entry design, sign placement or reduction in size of signs.
- (j) Changes to the location of accessory buildings and structures.
- (k) Changes required or requested by the city, county, or other state or federal regulatory agency to conform to other laws or regulations which do not substantially modify the plan.

(3) Major changes. A proposed change not determined by the zoning administrator to be minor shall be submitted as an amendment to the site plan and shall be reviewed board for review in the same manner as the original site plan application.

was submitted or reviewed.

#### 1.1209. - Performance guaranteebond.

- (A) In compliance with the Michigan Zoning Enabling Act (MCL 125.3505, as amended), the CityThe planning board shall have the right and authority to ensure compliance with the zoning ordinance and any condition imposed thereunder to require the developer to file with the building department at the time of application for a building permit, a performance guaranteeagreement in a form approved by the Community Development Departmentbuilding department to ensure the development of the site in accordance with the approved site plan. The performance guarantee, conditioned upon the proper construction and development. This agreement shall continue for the duration of the construction and development of the site.
- (B) The performance guarantee may be in the form of a cash deposit, certified check, irrevocable letter of credit, or surety bond acceptable to the City, in an amount to cover the cost of the improvements associated with the project. It shall be deposited with the City clerk to insure faithful completion of the improvements as set out in the site plan approval. If the City has required a performance guarantee, then it shall be subject to the following terms and conditions:
  - (1) The performance guarantee shall be deposited prior to the issuance of the building permit authorizing the activity or project.
  - (2) Rebates of cash deposits. Where the performance guarantee has been made in the form of a cash deposit, the performance guarantor shall be entitled to a rebate of the cash deposit in reasonable proportion to the ratio of work completed on the required improvements as satisfactory work progresses. The performance guarantor may request the rebates in three equal installments each time one-third of the entire required work has been satisfactorily completed in accordance with the final approved site plan, including any approved amendments.
  - (3) Failure to complete improvements. If the performance guarantor fails to complete the improvements as approved in the final approved site plan within such time period as is required by the conditions or guarantees as outlined above, then the City may proceed to have such work completed and shall reimburse itself for the cost thereof by appropriating the cash deposit, certified check, or surety bond or by drawing upon the irrevocable letter of credit, or shall take the necessary steps to require performance by the bonding company.

#### 1.1210. - Appeals

Any person or party aggrieved by an administrative determination or decision of the planning commission under this chapter may appeal such decision to the zoning board of appeals in accordance with the provisions of this zoning ordinance. Such appeal shall be filed within ten (10) days of the date of a final decision made by the planning commission or City staff.

#### Article II. - Definitions

#### 1.0202. - Specific Terms

<u>Storm Water System means a surface water management system designed,</u> constructed, managed, and maintained to control surface water discharges caused by precipitation events on a developed property. It consists of structures, piping, earth surface modifications to collect, convey, treat, store, infiltrate, or reuse the storm water on a developed property and prevent off site storm water runoff. All new Storm Water Formatted: Font: Arial, 10 pt

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Systems shall be built and maintained in compliance with the City of Sturgis Storm Water Design Criteria Manual.

#### ARTICLE XII. - SITE PLAN REVIEW<sup>[6]</sup>

State Law reference— Site plans, MCL 125.3501.

#### 1.1201. - Purpose.

Before a building permit is issued for any use identified as requiring a building permit, a site plan shall be submitted to the Community Development Department for review and approval. Before granting approval, the planning commission shall ascertain that all provisions of this article are complied with and that the proposed location and arrangement of buildings, accesses, parking area, walkways, yards, open areas, and other improvements limit potential health, safety, or protection hazards, and that the arrangement of buildings and structures will provide convenience for the intended occupants or utilization by the public and will be harmonious with development on adjoining properties.

#### 1.1202. - Scope.

- (A) Except as set forth below, the Community Development Department shall not issue a building permit for construction of any buildings, structures, or uses until a site plan, submitted in accordance with this zoning ordinance, shall have been reviewed and approved by the planning commission.
- (B) The following buildings, structures, or uses shall be exempt from the site plan review and approval by the planning commission procedure but must receive approval from the zoning administrator:
  - (1) Single or two-family dwellings on an individual and separate lot and including accessory structures and uses.
  - (2) Accessory buildings which meet all the following criteria:
    - (a) Require no new or additional means of access from adjoining public roads or highways.
    - (b) Do not require additional parking exceeding 10% of existing parking area.
    - (c) Comply with all zoning ordinance requirements.
  - (3) Projects involving the expansion, remodeling, or enlargement of existing buildings which meet all the following criteria:
    - (a) Require no new or additional means of access from adjoining public roads or highways.
    - (b) Do not require additional parking exceeding 10% of existing parking area.
    - (c) Comply with all zoning ordinance requirements.
  - (4) Additional buildings or structures similar to those previously existing upon an individual site that meet all the following criteria:
    - (a) Require no new or additional means of access from adjoining public roads or highways.
    - (b) Do not require additional parking exceeding 10% of existing parking area.
    - (c) Comply with all zoning ordinance requirements.
  - (5) Uses such as on-premises advertising signs except as provided for in article XIII of this zoning ordinance.
  - (6) Parking area projects which meet all the following criteria:
    - (a) Require no new or additional means of access from adjoining public roads or highways.
    - (b) Do not require additional parking exceeding 10% of existing parking area.
    - (c) Comply with all zoning ordinance requirements.
  - (7) Parking lot mill and repave projects where an approved site plan is on file, unless there are grading changes or changes to the configuration of the parking lot.

- (8) Minor site plan amendments.
- 1.1203. Optional Pre-Application Meeting and Sketch Plan Review.
- (A) Preliminary sketches of proposed site and development plans may be submitted for review to the Community Development Department prior to final approval. The purpose of this procedure is to allow discussion between an owner, the zoning administrator and other City staff to better inform the owner of the acceptability of his proposed plans prior to incurring extensive engineering and other costs necessary for final site plan approval. The sketch plan shall include, as a minimum, the following information.
  - (1) The name and address of the applicant or developer.
  - (2) Sketch plans drawn to scale of site and any existing and proposed improvements.
  - (3) Use of property, building information, outside changes, surrounding land uses.
- (B) City staff or the planning commission shall not be bound by a tentative approval if given at this time.

1.1204. - Application procedure.

Requests for site plan review shall be made by filing the following items with the Community Development Department:

- (A) A review fee as determined by resolution of the City Commission. No application shall be accepted until the fee has been paid.
- (B) A completed application form for site plan review which shall contain, as a minimum, the following information:
  - (1) The name, address and contact information of the applicant.
  - (2) The name, address and contact information of the property owner.
  - (3) A correct legal description of the property.
  - (4) The area of the property stated in acres, or if less than one acre, in square feet.
  - (5) The present zoning classification of the property and abutting parcels.
  - (6) A description of the proposed development.
- (C) Three full paper sets and one digital format set of site development plans with the architect's and/or engineer's seal affixed shall be submitted. Plans shall include the following information:
  - (1) The title of the proposed project.
  - (2) The name of the property owner or proprietor.
  - (3) The location of the project, the street name, and the address.
  - (4) Professional seal of the architect or engineer which are licensed in the State of Michigan, and their name, address, phone number, and email address.
  - (5) The date drawn and subsequent revision dates.
  - (6) The plan shall be drawn to an appropriate scale of not smaller in size than one inch equals 20 feet for a development of not more than three acres, and a scale of not smaller in size than one inch equals to 100 feet for a development in excess of three acres.
  - (7) The plan shall show an appropriate descriptive legend, north arrow, and scale.
  - (8) The property shall be identified by lot lines and general location together with dimensions, angles, and size correlated with the legal description of the property.

- (9) All utilities including water, sewer, electric, gas, phone, fiber, cable, wells and cisterns, hydrants, fire department connections, right of ways and points of access. For water service, include size of service line and meter. For sanitary service include the building sewer size.
- (10) The topography of the site with at least one-foot contour intervals and all natural features such as wood lots, streams, rivers, lakes, wetlands, unstable soils, and similar features shall be shown.
- (11) Existing manmade and natural features upon the site and adjoining sites within 100 feet of the site boundary shall be identified and located. Indicate which features will be retained or removed. This shall include signs, parking areas, dumpster location and enclosure, fences, drainage, above/underground storage tanks, fire department connections, wooded areas, drains, 100-year flood plains, floodway, soil contamination, groundwater contamination, etc.
- (12) The location of all buildings with setbacks as required by the zoning ordinance, distance from lot lines and other buildings, proposed finished floor and grade line elevations, the size of proposed main and accessory buildings, the relationship of buildings to one another and to any existing structures on the site, number of floors, width, length and the height of all buildings and square footage of floor space therein shall be indicated. Site plans for multiple-family residential development shall also include a density schedule showing the number of dwelling units per net acres, including a dwelling schedule showing the unit type (one bedroom, two bedrooms, etc.) and number of each unit.
- (13) All proposed and existing streets, driveways, sidewalks, and other pedestrian, non-motorized or vehicular circulation features upon and adjoining to the site shall be shown, together with the location, size, and number of parking areas, service lanes thereto, and service parking and delivery or loading areas. Sidewalks are required which meet ADA access, for inter-site access, as well as public access across the property along all road frontages. Interconnection of parking lots between business properties shall follow the requirements in Article IX of the zoning ordinance.
- (14) The location, use, and size of open spaces together with landscaping, screening, fences, walls, and proposed alterations of topography or other natural features shall be indicated.
- (15) The proposed operations on the site shall be described in sufficient detail to indicate the effect, if any, upon adjoining lands and occupants, together with any special features which are proposed to relieve any adverse effects to adjoining land and occupants. The colors, materials, textures of all buildings, walls, roofs, fences, and signage and other items of installation on the site shall be explained in sufficient detail to allow review.
- (16) Elevations of all building, accessory buildings, and accessory structures. This includes mechanical equipment. If in the Central Business District, all items to verify compliance with the Design Review Guidelines shall be shown.
- (17) Any earth-change plans required by state law shall also be submitted with the application.
- (18) Electric service, meter location, and transformer proposed locations shown on the site plan. Preapplication for electric service must be completed prior to submittal.
- (19) On-site lighting with photometrics.
- (20) Surface water drainage for the site. All new storm water system shall be built and maintained in compliance with the City of Sturgis Storm Water Design Criteria Manual. Calculation worksheet must be included with the submittal and be signed and sealed by architect or engineer.
- (21) The locations of signs, either existing or proposed, and an indication of their size, height, and design to verify compliance with the zoning ordinance.
- (22) The location of any outdoor storage including a description of the items to be located outdoors, as well as the location and description of required screening.
- (23) Location of any hazardous materials. If any will be located on the site, provide type of material, quantity, and all required hazards.

- (24) The site plan shall include any other information as may be determined to be necessary by the zoning administrator because of any peculiar features of the proposed development.
- (25) If the proposed development is located in the City's wellhead protection area, it shall also follow Article XV Groundwater Protection of this zoning ordinance.
- 1.1205. Action on application and plans.
- (A) The Community Development Department shall record the date the application and plans are received and shall transmit copies to affected City departments.
- (B) City administrative approval is required prior to review by the planning commission. Upon receiving administrative approval by City staff, the site plan will be placed on an upcoming Planning Commission meeting. The zoning administrator or their designee will notify the applicant of the date, time, and place of the planning commission meeting for the review to be heard.
- (C) Members of the planning commission shall be provided with copies of the application and plans prior to the meeting.
- (D) Following the planning commission review, the planning commission shall have the authority to approve, disapprove, modify, or alter the proposed plans in accordance with the purpose of the site plan review provisions of this section and the criteria contained herein. In those instances where modification is required, the planning commission may either approve the plans contingent upon the required alterations or modifications, if any, or may require a further review after the modifications have been included in the proposed plans for the applicant.
- (E) The planning commission may stipulate special conditions and restrictions upon the approval of the site plan as deemed necessary for the protection of the public interest.
- (F) A copy of the approved final site plan, including any required modifications or alterations, shall be maintained as part of the City records for future review and enforcement. If any variances from the zoning ordinance have been obtained from the zoning board of appeals, the minutes concerning the variances shall also be filed with the City records as a part of the site plan and delivered to the applicant for his information and direction. The site plan shall become part of the record of approval and subsequent actions relating to the activity authorized shall be consistent with the approved site plan.
- 1.1206. Criteria for review.

In reviewing the application and site plan and approving, disapproving, or modifying the plan, the planning commission shall be governed by the following standards:

- (A) There is a proper relationship between the existing streets and highways within the vicinity and proposed acceleration and/or deceleration lanes, service drives, entrance and exit driveways, and parking areas to ensure the safety and convenience of pedestrian, non-motorized, and vehicular traffic.
- (B) The buildings and structures proposed to be located upon the premises are so situated as to minimize adverse effects upon owners and occupants of adjoining properties.
- (C) As many natural features of the landscape shall be retained as possible where they furnish a barrier screen, or buffer between the project and adjoining properties used for dissimilar uses and where they assist in preserving the general appearance of the neighborhood.
- (D) Any adverse effects of the proposed development and activities emanating therefrom which affect adjoining residents or owners shall be minimized by appropriate screening, fencing, landscaping, setback, and location of buildings, structures, and entryways.
- (E) The layout of buildings and improvements will minimize any harmful or adverse effect which the development might otherwise have upon the surrounding neighborhood.

- (F) The site plan must comply with all provisions of the City code of ordinances and the zoning code. The planning commission may stipulate special conditions and restrictions of the site plan as deemed necessary for the protection of the public interest. However, this would not preclude the applicant from applying for an appropriate variance with the zoning board of appeals.
- 1.1207. Conformity to approved site plan.
- (A) Revocation of site plan approval. Property which is the subject of site plan approval must be developed in strict compliance with the approved site plan, inclusive of any amendments, which has received approval. If construction and development does not conform with the approved plan, the approval of the site plan shall be revoked by the Community Development Department by written notice of the revocation posted upon the premises involved and mailed to the owner at his last known address. Upon revocation of this approval, all construction activities shall cease upon the site until the time the violation has been corrected or the planning commission has, upon proper application of the owner and after review, approved a modification of the site plan.
- (B) Criteria for commencing construction. Approval of the site plan shall be valid for a period of one year. If a building permit has not been obtained and on-site development commenced within one year, the site plan approval shall become void and a new application for site plan approval shall be required and new approval obtained before any construction or earth change is commenced upon the site. An applicant may make application for a six-month extension of the site plan to the Community Development Department. The extension shall be granted if the zoning administrator finds good cause for the extension and that zoning regulations and site conditions of the subject property and adjoining properties have not changed since the site plan approval.
- 1.1208. Amendment to site plan.
- (A) A proposed amendment, modification, or alteration to a previously approved site plan may be submitted to the zoning administrator. The zoning administrator shall determine whether the change is major, warranting review by the planning commission, or minor, allowing administrative approval, as noted below:
  - (1) Minor changes. Minor changes may be approved by the zoning administrator after review by affected City departments determining that the proposed revision(s) will not alter the basic design and character of the plan as approved by the planning commission, nor any specified conditions imposed as part of the original approval. The zoning administrator has the discretion to request review by the planning commission for minor changes. Minor changes shall include the following:
    - (a) Reduction of the size or height of any building.
    - (b) Movement of buildings and/or signs by no more than ten feet if consistent with required setbacks, open space, and other standards.
    - (c) Landscaping approved in the final development plan that is replaced by similar landscaping to an equal or greater extent.
    - (d) Changes in floor plans, of up to five percent of the total floor area, which do not alter the character of the use or increase the amount of parking by more than 10%.
    - (e) Internal rearrangement of a parking lot which does not affect the number of parking spaces or alter access locations or design.
    - (f) Improvements or slight relocation of site access or circulation, such as inclusion of deceleration lanes, boulevards, curbing or pedestrian/bicycle paths, where appropriate.

- (g) Changes of building materials to another of similar or higher quality, or a slight change in the color of the exterior material.
- (h) Grade change of up to one foot, reviewed and approved by the City engineer.
- (i) Modification of entry design, sign placement or reduction in size of signs.
- (j) Changes to the location of accessory buildings and structures.
- (k) Changes required or requested by the city, county, or other state or federal regulatory agency to conform to other laws or regulations which do not substantially modify the plan.

(3) Major changes. A proposed change not determined by the zoning administrator to be minor shall be submitted as an amendment to the site plan and shall be reviewed in the same manner as the original site plan application.

1.1209. - Performance guarantee.

- (A) In compliance with the Michigan Zoning Enabling Act (MCL 125.3505, as amended), the City shall have the right and authority to ensure compliance with the zoning ordinance and any condition imposed thereunder to require a performance guarantee approved by the Community Development Department to ensure the development of the site in accordance with the approved site plan. The performance guarantee shall continue for the duration of the construction and development of the site.
- (B) The performance guarantee may be in the form of a cash deposit, certified check, irrevocable letter of credit, or surety bond acceptable to the City, in an amount to cover the cost of the improvements associated with the project. It shall be deposited with the City clerk to insure faithful completion of the improvements as set out in the site plan approval. If the City has required a performance guarantee, then it shall be subject to the following terms and conditions:
  - (1) The performance guarantee shall be deposited prior to the issuance of the building permit authorizing the activity or project.
  - (2) Rebates of cash deposits. Where the performance guarantee has been made in the form of a cash deposit, the performance guarantor shall be entitled to a rebate of the cash deposit in reasonable proportion to the ratio of work completed on the required improvements as satisfactory work progresses. The performance guarantor may request the rebates in three equal installments each time one-third of the entire required work has been satisfactorily completed in accordance with the final approved site plan, including any approved amendments.
  - (3) Failure to complete improvements. If the performance guarantor fails to complete the improvements as approved in the final approved site plan within such time period as is required by the conditions or guarantees as outlined above, then the City may proceed to have such work completed and shall reimburse itself for the cost thereof by appropriating the cash deposit, certified check, or surety bond or by drawing upon the irrevocable letter of credit, or shall take the necessary steps to require performance by the bonding company.

### 1.1210. - Appeals

Any person or party aggrieved by an administrative determination or decision of the planning commission under this chapter may appeal such decision to the zoning board of appeals in accordance with the provisions of this zoning ordinance. Such appeal shall be filed within ten (10) days of the date of a final decision made by the planning commission or City staff.

Article II. – Definitions

1.0202. - Specific Terms

*Storm Water System* means a surface water management system designed, constructed, managed, and maintained to control surface water discharges caused by precipitation events on a developed property. It consists of structures, piping, earth surface modifications to collect, convey, treat, store, infiltrate, or reuse the storm water on a developed property and prevent off site storm water runoff. All new Storm Water Systems shall be built and maintained in compliance with the City of Sturgis Storm Water Design Criteria Manual.

## City of Sturgis City Commission Regular Meeting

## Agenda Item 10B

## в <sub>к</sub> (i) Beckett&Raeder

Landscape Architecture Planning, Engineering & Environmental Services

March 10, 2023

Will Prichard Community Development Director City of Sturgis 130 N Nottawa St Sturgis, MI 49109

### Proposal for Services Toward RRC Certification: Zoning Ordinance Reformat and Development Website Creation

Dear Will,

I am pleased to present for your review the following proposal to reformat the Zoning Ordinance for the City of Sturgis, and to create an independent, interactive website describing the development process which will be linked from the City's main website.

#### ZONING ORDINANCE REFORMAT

We understand that the City is seeking to reorganize and improve its current zoning ordinance to achieve the following objectives:

- Group all development standards by district so that users can find all necessary information to design a compliant site in one place.
- Add illustrations, tables, and graphics to provide clear direction and increase accessibility.
- Modernize standards where needed, incorporate recently adopted changes, and include items not covered in the current ordinance (e.g. shipping containers, personalscale solar installations). The City of Sturgis will provide all new and revised text, unless specified through an additional agreement.
- Add new uses as needed, including uses which will support the City's new M2 manufacturing district currently under development. The City of Sturgis will provide all new M2 text; BRI will review a draft with the City, and research appropriate uses.
- Internally link related ordinance sections.

BRI and the City of Sturgis will hold a kickoff and information exchange meeting to begin the project. The City will provide a copy of its current ordinance, all changes to be incorporated, and any design examples or branding assets. BRI will create a preliminary draft of the ordinance in the new format and an accompanying communication of items to

be clarified or resolved by the City. BRI and the City will review the draft and communication at a meeting before a final draft is produced. BRI will submit the final draft

Beckett & Raeder, Inc. 535 West William, Suit 101 Ann Arbor, MI 48103	,	Traverse City Office 921 West 11th St., Suite 2E Traverse City, MI	Toledo 419.242.3428 ph
734 663.2622 ph 734 663.6759 fx	231 347.2523 ph 231 347.2524 fx 69	49684	

*i*nitiative

to the City for review and approval, and will attend one meeting to review changes or present findings, at the City's option.

At the conclusion of the project, BRI will provide a .pdf of the reformatted ordinance and a packaged InDesign file with the original work. We will be glad to provide printed copies at cost upon request.

We propose to perform the Zoning Ordinance Reformat as described for \$25,000.

#### WEBSITE DEVELOPMENT

BRI will develop and host an independent website that serves as a guide to expanding or constructing a new commercial building in the City. The City of Sturgis has provided BRI with the text of the website, which BRI will use to design an interactive site that helps seekers intuitively find the information they need.

The City of Sturgis will begin by transmitting to BRI any additional information to be included on the website. BRI will develop a website framework and provide the link to the City for review. After the framework is approved, BRI will add the content and interactive elements, then submit the link along with a communication of items to be clarified or resolved by the City. BRI and the City will meet to review the site and define final changes, which BRI will then incorporate.

At the conclusion of the project, BRI will provide the City of Sturgis with a link to the new site, which can be added to the City of Sturgis' main website.

We propose to perform the Website Development as described for \$5000.

Once the site is developed, BRI will maintain the site for an annual fee of \$60, which covers the domain name and hosting costs as well as associated administration. Updates will be billed under the existing planning services agreement between the City and BRI.

### TIMELINE

The work herein will be performed between approximately June 1 and December 31, 2023.

As always, we enjoy working with the City of Sturgis and look forward to continuing our partnership. Please do not hesitate to reach out if I may provide any additional information.

Thank you

Leah DuMouchel, AICP Senior Associate

initiative



March 27, 2023

Jeff Coney City of Sturgis 130 N. Nottawa Sturgis, Michigan 49091

Dear Mr. Coney:

I am pleased to inform you that Sturgis' request for \$22,500 in RRC Technical Assistance Match Funding, to support a Zoning Ordinance and Website update, has been approved by the RRC team.

As an Essential community you can request up to \$40,000 in RRC Technical Assistance Match Funding prior to your Essential renewal date (1/26/2028).

When the City of Sturgis reaches full Certified status, the city can then request up to \$50,000 in RRC Technical Assistance Match Funding prior to the city's Certified renewal date (5-years from the date of certification).

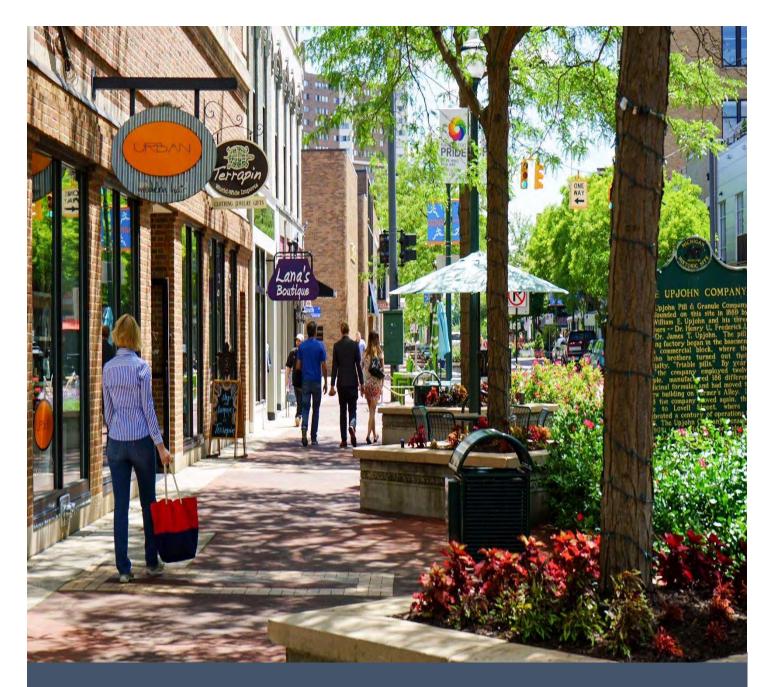
The current project taking place while the community is at the Essentials status will not affect the city's Certified RRC Technical Assistance allotment of \$50,000.

Sincerely,

Julia Turnbull

Julia Turnbull Senior Community Planner





# RRC Technical Assistance Match Funding Guide

Everything a community needs to know to access RRC TA Match Funding

Last Updated: September 2022

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# RRC Formal Request Approval Dates (Fiscal Year 2023)

All completed RRC TA Match Funding requests must be submitted for review by the full RRC Team at least **two full business days prior** to the team meeting (typically every Monday of the month). Any questions should be directed to the community's Community Planner.

#### Handbook Updates

- September 2022: Updated to weekly review timelines and increased project & lifetime maximums. Form 1 + Form 2 updated.
- December 2021: Updated to allow for multipart projects with additional milestones + clarifications to use of Essentials maintenance funding.
- October 2021: Updated to reflect new process and fiscal year approval dates.
- July 2021: Updated to reflect process for handling end-of-fiscal-year requests in July to allow for weekly approvals and clarify time where new requests cannot be considered. Other minor updates such as typo corrections made as well.
- May 2021: Updated approval dates to account for holiday variations.
- February 2021: Updated to address training as an encouraged and supported use of funding.
- February 2021: Updated to include RFQ/RFP tips and updated submission deadlines.

# Introduction

RRC Technical Assistance (RRC TA) match funding is a resource available to eligible communities who are actively engaged in <u>Redevelopment Ready Communities</u> (RRC). RRC TA match funding may provide financial support for various projects needed to reach or maintain the RRC Essentials or RRC Certified designations including plan updates, zoning, economic development strategies and more.

This guide provides details on requesting RRC TA match funding as the process exists on the date indicated on the cover. Feedback on the process is regularly solicited and the process is adjusted as needed to foster a predictable and positive experience for communities. Communities are encouraged to contact their Community Planner directly and early to begin the process and learn if any updates have been made to the information contained in this handbook.

## **Process Overview**

Requesting RRC TA match funding is a partnership between the community and the Community Planner assigned to the area. Depending on when the process is started and how the community chooses to select a provider, it can be completed as quickly as one month from the initial ask to RRC approval. This guide will take you through each step. *Note: For training-only requests, only steps 1, 2 & 8 apply.* 

The community's assigned Community Planner will track progress on the TA match request via the community's customized RRC Trello Board; be sure you are familiar with the system and are able to receive notifications.



# Step 1: Initial Request

Step 1 is as easy as it sounds! If the community has identified a project from its RRC baseline report recommendations that it would like to complete, communicate that in an email, phone call, Trello comment, or meeting with your Community Planner. The Community Planner will talk through options and explain the rest of the process.

#### What can a community use the funding for?

**For engaged communities** (those who have not yet achieved RRC Essentials or RRC Certified), projects must move a community closer to RRC Essentials or Certified status by accomplishing unaligned RRC Best Practices. Examples for use during a community's efforts to reach a designation include:

- New or updated master plan
- New or updated downtown/corridor plan
- Developing a capital improvements plan
- New or updated zoning ordinance
- Board and commission training
- New or updated economic development strategy
- New or updated marketing plan.

All RRC TA match funded projects are expected to **result in deliverables which meet the** <u>Certified</u> **designation** standards, even if the community has declared its intent to pursue RRC Essentials.

**For RRC Essentials or RRC Certified communities** (those who have reached and are maintaining one of these designations), funds may be used for any project which helps the community maintain its current designation or takes a community "above and beyond" RRC best practices towards accomplishing community goals. Examples include enhanced plans, new or updated zoning ordinance, fiscal impact analysis of various growth scenarios, zoning audit, downtown district parking audit, website or other technology needs, master plan implementation efforts, training for elected/appointed officials, etc.

#### How much funding support may a community receive?

While exact investment parameters vary based on numerous factors, RRC TA match funding can provide support for technical assistance projects *up to* 75% of a project's cost, with the remaining amount coming directly from the community or its partners (see next section for more details on local match). Projects coming in with a higher local match will be viewed more favorably. Caps apply based on the community's current RRC status and its declared goal.

For communities who do not currently have a formal RRC Designation (Essentials or Certified)

Current Status	Goal Status	Amount Available
Engaged	Essentials	Up to \$30,000
Engaged	Certified	Up to \$40,000

A few special considerations to be aware of:

1. For those pursuing Certified who were in RRC prior to 2019: If a community used general technical assistance dollars under the previous cap/match of \$30,000 and 50/50, those communities could go up to the new \$40,000 total with the new match of 75/25. For example, if

a community used \$20,000 for a zoning update at 50/50, it could now ask for another \$20,000 at 75/25 for a second project.

2. For those who achieved Essentials and then choose to pursue Certified: Communities who achieve their original stated goal of Essentials but then choose to pursue Certified can gain access to an additional \$10,000 in TA which must be spent on items that *directly relate* to achieving Certified status such as marketing plans, economic development strategies, zoning updates related to green infrastructure, etc. Items not related to achieving Certified can be supported through maintenance funds (see below). This additional \$10,000 can be increased by whatever amount of the original \$30,000 a community didn't use.

For example: Community X used \$12,000 in RRC TA funding to complete zoning updates to get to Essentials. Two years later, a new City Manager and Council wants to pursue Certified instead. Upon officially declaring that goal, the community will gain access to \$10,000 + the remaining \$18,000 to complete Certified-only items. This is in addition to their \$25,000 maintenance funds which can only be spent on non-Certified items.

#### Communities who currently have an RRC Essentials or RRC Certified Designation

Once a community has achieved a designation (Essentials or Certified), it gains access to ongoing technical assistance to maintain and enhance its planning, zoning, and economic development documents. The amount is capped based on the following values and is reset each time a community renews its designation (every five years):

Certified, Maintaining	\$50,000/maintenance period (5 years)
<b>Essentials, Maintaining<sup>1</sup></b> \$40,000/maintenance period (5 years)	

Other factors to be aware of that could impact a community's request:

**Combined Projects**: RRC TA can be used to combine projects when efficiencies exist such as doing a combined economic development & marketing plan or including a downtown chapter in an updated master plan. RRC defines a combined project as a project resulting in a *single deliverable*.

**Multipart Projects:** Communities may make requests for *multipart* projects (defined as a project which results in multiple separate deliverables such as a master plan + zoning ordinance) when efficiencies exist; however, if approved, the grant agreement will include additional milestones requiring the community complete other RRC best practice criteria throughout the project period to ensure the community makes ongoing self-investment in implementing the RRC Best Practices overall.

**Multiple Projects**: RRC TA Match Funding may be used on multiple projects throughout the community's efforts to reach a designation, however typically only one project may occur at a time, and additional progress must be demonstrated via Trello before new project(s) will be considered.

<sup>&</sup>lt;sup>1</sup> Requested uses of these funds are limited to RRC Essentials-related items for the first maintenance period (5 years) and cannot be used to pay for Certified-only items during that time. This helps ensure a fair playing field for everyone working toward RRC Certified.

**Minimum Grant Amount**: In general, RRC TA requests should exceed \$5,000 due to the work associated with formal grant agreements. For projects lower than \$5,000, the community should talk with the Community Planner about their options.

#### How does local match work?

For **engaged** communities (those who are not currently maintaining a designation):

- Match can go *as high as* 75/25 (75% MEDC and 25% community) but can fluctuate above or below that in certain instances. See <u>RRC Policy on Flexible Local Match</u> for more details.
- Projects under \$ \$3,000 do not require a local match but do count against the cap.
- Match must be financial, not in-kind.
- Match can be provided through non-governmental or non-local sources such as foundations, EDA, or other state programs like EGLE's Coastal Resiliency grant or Treasury.

For communities who have obtained and are maintaining **RRC Essentials or RRC Certified status**:

- The standard match is 75/25 in almost all cases and commonly won't be below that unless the project exceeds the cap, or the community requests a lower RRC contribution to save funds for a later request. RRC can offer a lower local match in certain situations, but that request should come early in the process to allow time for team discussion. RRC does have a <u>flexible match policy</u> for communities facing financial distress.
- Projects \$5,000 or less do not require a local match but do count against the cap for that cycle.
- Local match can be more flexible, including the use of other projects the community is paying for such as a concurrent plan update to match the requested project.
- Match can be provided through non-governmental or non-local sources such as foundations, EDA, or other state programs like EGLE's Coastal Resiliency grant or Treasury.

# Step 2: Confirm Eligibility & Capacity

Once the initial request has been communicated and agreed upon in principle, the next step is to establish eligibility and capacity. To assist with this step, the Community Planner will work with the community to complete the **RRC TA Match Interest Form (Form 1)**<sup>2</sup> which includes basic information and questions to help the team assess the request. Typically, the Community Planner can quickly determine whether a community meets the eligibility and capacity thresholds, but that decision is often taken to the full RRC Team in the interest of communication and consistency.

#### What makes a community eligible?

To request funding, a community must meet five key thresholds:

- 1. Be engaged and in good standing in RRC.
- 2. Have received a Baseline Report and adopted a resolution to continue.
- 3. Have declared a goal RRC designation.
- 4. Can demonstrate that they have made recent progress (past six months) toward the goal designation.

<sup>&</sup>lt;sup>2</sup> If the community is requesting an RRC-funded training event, it will instead fill out Form 1T and a team decision will occur at this step instead of step 5. Training does not require a formal grant agreement.

- *a.* There is no set number of items to complete but in general it should be more than just one or two small items. It should show **true self-investment** and support the idea that the community is likely to continue working toward Essentials or Certified **during and after** this project is complete.
- 5. Can demonstrate capacity to complete the project on time and on budget.

Unsure if your community is eligible to apply? Chat with the <u>Community Planner</u> for your region. Being eligible to request funds does not guarantee approval. Projects are approved on a case-by-case basis and consider other factors such as cost, local match, capacity, competitiveness compared to other projects requesting funding, and more. See further down for a full list of factors.

#### How does RRC define "good standing"?

A community is considered in good standing when it consistently communicates with the RRC Team and can demonstrate recent progress on RRC items. Ways to maintain good standing include:

- Respond to RRC emails, Trello tags or phone calls on a consistent basis
- Demonstrate recent, measurable progress on RRC within the past three months
- Keep annual items up to date (fee schedules, PC annual reports, etc.)

Community Planners work diligently to help communities maintain good standing throughout the RRC process.

#### How does RRC determine capacity for a project?

Capacity can be an ever-evolving concept. RRC recognizes that communities may have limited capacity one month, but a few months later be better positioned for a project. To help assess this as consistently as possible, the RRC Team considers the following information:

- Past experiences with the community on any RRC, MMS, or MEDC projects (whether MEDC funds were involved or not).
- Other known major projects or issues present in the community which could impact their capacity to complete the requested project.
- Any impending departures of key staff or officials which may impact the project.
- Intended public engagement activity and/or any existing public participation plan.
- Any recent training the community has provided or intends to provide to the board(s) responsible for the requested project.
- Whether the board(s) in charge of the proposed project has a set meeting schedule.

# A community has not had any training to prepare for this project. Will that impact its chances of receiving funding?

As part of the capacity assessment, your Community Planner will inquire about any recent training that will help officials prepare for the project. If there has not been any recent training to prepare the identified board for this project, do not worry. RRC can help the community identify some as part of the project. This may come from the selected consultant, from an outside organization such as MML/MAP or just a commitment to conduct training internally. RRC encourages communities to take this opportunity to secure training that might otherwise be outside of its reach without funding support.

#### Who should oversee the project on a local level?

For administrative purposes, the designated RRC point of contact will take the lead on an RRC TA Match supported project unless the individual delegates that authority to another staff member or official.

When considering who should oversee the project overall, the answer can vary. RRC-related projects are commonly overseen by Planning Commissions or Downtown Development Authorities. In other instances, it may make sense to form an ad hoc committee. This could include members from multiple groups or just a smaller subset of members from the same board. In limited situations, projects may be best suited for only one person to oversee.

The community's Community Planner can help determine the best approach for overseeing the project. When considering this aspect, the community should be sure to **consult its public participation plan** to ensure it is respecting any commitments it made in that plan.

# Step 3: Secure Proposal, Timeline, & Budget

This step will be primarily completed by the community, but Community Planners will be available to assist as needed.

#### How does a community select a technical assistance provider?

Communities are welcome to secure a proposal, timeline, and budget however they would like to do so (respecting local policies, of course). RRC commonly sees it done in one of three ways:

- Work with the community's existing planning and zoning service provider.
- Issue an RFP/RFQ to receive bids.
- Talk with RRC to identify a provider suited to the community's needs.

The Community Planner can talk the community through which of these options may be best.

#### What needs to be in the proposal, timeline, and budget?

There is no one format for proposals, timelines, and budgets submitted to RRC (each service provider's submission will look different), but the team does look for three key elements:

- That it clearly identifies alignment with the RRC Best Practices as an outcome.
- That it includes a clear schedule (this impacts the length of the grant agreement).
- That it includes a clear budget broken down by task.

In general, the more detail the better. The breakdown is especially important if the proposal includes components that cannot be funded by RRC.

#### Tips for a successful RFQ/RFP process

If a community chooses to issue an open request for bids from service providers, RRC recommends the following tips to increase the likelihood of a successful request.

#### Consider issuing a *Request for Qualifications* (RFQ) instead of a Request for Proposals (RFP)

By issuing an RFQ, the community can focus on finding a service provider who first and foremost fits the community's needs versus a single, specific project. Instead of project-specific parameters, an RFQ instead solicits things like firm profile, sample of similar projects, CV of key personnel, workload,

etc. Once a community finds its preferred provider, it can then negotiate the specifics of the TA project or it can select a few preferred providers and issue a formal RFP for the project.

Clearly define the scope (work with RRC)

Take time to clearly indicate exactly what the community is looking for. For example, "the community is looking to update its master plan" provides less clarity than "the community's master plan from 2011 needs both content and structural updates. The outcome of this project will be a fully updated and more user-friendly master plan with more charts and maps, a bigger focus on implementation, and new content to address emerging issues such as housing affordability and resiliency." Have RRC review the scope and RFQ/RFP prior to release to help get a statewide perspective on your level of detail. Request a detailed timeline for major scope elements, meetings and expected deliverables. Identify the community's expected budget for the project

While some may fear this "tips their hand", it actually helps potential providers understand a key parameter of the project and whether their services fit with that parameter. This helps both providers and communities by saving time in not submitting and reviewing unrealistic proposals based on the community's available resources.

Clearly define the selection process, including timelines

Knowing the process ahead of time provides predictability for the community and service providers. Be sure your timeline is realistic and that all players know their role. Ideally, schedule out review meetings ahead of time before the RFQ/RFP is even released.

Schedule a virtual pre-submission conference

Including a pre-submission conference in the RFQ/RFP timeline allows the community a chance to meet providers before they submit and for providers to ask any questions. This saves the community from needing to answer the same question multiple times and helps providers submit more tailored responses.

Include information on the community's purchasing process

If the community has a purchasing policy such as cost thresholds, forms, approval paths, etc. provide that information up front to help the selected provider plan for those steps.

**Provide background documents** 

Including background documents such as old plans, studies, reports, etc. allows providers to research the community and submit a more tailored scope for the project. Ideally, these should be available online and linked in the document but if that is not possible, include them as attachments.

Clearly indicate that the community is pursuing RRC Essentials/Certification and which best practices this project will help it meet

This helps providers understand upfront the expectations around the project and that RRC will need to be looped in. While all RRC TA Match funded projects must meet Certified expectations, it helps to know the community's RRC goal.

#### What can a community use for local match?

All RRC TA Match Funding requests must come with a **clearly identified local financial match** (a *minimum* of 25% of a project's cost) which is either already secured or the community can demonstrate that it will be secured within a reasonable timeframe of approval for match funds (typically 30 days)<sup>3</sup>. In-kind match will not be accepted. If a project is approved pending local funds, MEDC will not issue a grant

<sup>&</sup>lt;sup>3</sup> If local funding is not secured, RRC funds will not be released, nor will the project be cleared to start until those funds are secured. RRC reserves the right to rescind approval if local funding is not secured within the timeframe agreed to upon approval.

agreement until the local funds are secured. Historically, communities have used a variety of sources as match funding:

- General revenue or department funds
- DDA or other TIF funds
- Local Economic Development Corporation (EDC)
- Local foundation or non-profits
- Capital improvements funding (be sure the project fits within the local definition of a capital investment)

#### How can a community approach outside partners to consider providing funding?

In an environment of limited resources, RRC understands that providing a local match from government sources may prove to be difficult. RRC encourages communities to work with local partners to collaborate and potentially share the cost of the local match. Unsure how to approach local partners? Begin to build your pitch with these talking points (customize as needed to fit the project):

Plans	Ensuring our community's master plan is up to date is essential to guiding future growth in a way that brings all our partners together.
Zoning	Helping local government streamline processes and align zoning with our plans can remove unintended barriers to entrepreneurship and expansion of existing businesses.
Economic Development Strategy	The community is looking to be a more active partner in our economic development efforts – having a local strategy will help us leverage our strengths.
Marketing Plan	Much of our marketing is done by you, our partners. As part of RRC, we are looking to better understand all that you do for us and better coordinate with you via an established plan.
Overall Support	Community development is a team sport. We are looking to strengthen our partnerships through RRC and hope you can help us invest in the community.

## Step 4: Formal Request

Once the community and Community Planner agree on the scope and budget, the community will work with the Community Planner to complete the **Formal Funding Request (Form 2)**. This form provides all the necessary information for the team to review the project and issue a grant agreement if the request is approved. The Community Planner will provide the form to the community once the Community Planner and community agree on the scope and budget.

\*Please note: RRC will accept request for match funding from communities ONLY. Requests directly from consultants on behalf of communities are not accepted.

# Step 5: RRC Team Decision

The RRC Team reviews completed request forms generally on each Monday of the month. Form 2 must be completed and signed by the community at least **two business days prior to the meeting** so the full RRC Team has sufficient time to review the request.

- If fully approved, the Community Planner will communicate the decision to both the community and the selected service provider and move on to step 6.
- If partially approved: In some instances, RRC may approve only part of the request. The Community Planner will communicate why and discuss the community's options.
- If the request is denied, the Community Planner will clearly communicate to the community why and make recommendations for next steps. Communities are welcome to resubmit requests once any concerns have been addressed.

# Step 6: Grant Agreement

Once approved, the community will need to sign a formal grant agreement with MEDC. During this phase, it will continue to communicate with the community's Community Planner but also interact with MEDC's contracts and grants teams.

#### How long does it take to get a grant agreement in place?

Depending on MEDC's workload, this process could take up to six weeks (though we certainly aim for a shorter timeframe), so communities should plan accordingly.

#### Can the community start the project before the agreement is signed?

In general, RRC recommends that communities not begin the project until a formal grant agreement is signed, but that is ultimately up to the community and consultant's comfort level. No payment can be issued until the grant agreement is signed and the first milestone is met.

#### Will the community need to sign a contract with the service provider too?

Yes, the community will also need to sign a contract with its selected TA provider and is responsible for all payments to the provider as outlined in that contract. A copy of the signed contract must be provided to RRC.

# Step 7: Progress Updates & Payment Milestones

During this step, the community will proceed with the project as normal, being sure to keep RRC updated on progress. RRC grant agreements tie payments to customized, achievable milestones and are built in a way the provides some money for the project in the early stages while still creating accountability for completing the project on time and in a way which aligns with the RRC Best Practices.

#### How does RRC handle progress updates?

During the kickoff meeting, the Community Planner and community (and ideally the consultant) will agree to a regular communication schedule. That may include virtual meetings, phone calls, monthly emails, or something else. Once established, the community must adhere to that update schedule to fulfil its commitment in the grant agreement. While RRC seeks to build relationships with both the community and service provider, the community is ultimately responsible for ensuring updates are provided to RRC.

#### What type of milestones will be included in the grant agreement?

As part of the grant agreement, the community will agree to project-specific milestones and reporting commitments. While these will look different for each agreement, they'll commonly include:

- Conducting a kickoff meeting with RRC & the consultant
- Providing regular updates to the Community Planner via an established schedule
- Providing completed drafts for review by RRC
- Providing the final, adoption-ready version for RRC confirmation of alignment
- Ensuring the final products are available online (if applicable)
- Completing other RRC best practice items throughout the project period

An example payment schedule for a master plan could look like:

- Payment 1: 25% of grant funds upon execution of the grant agreement and scheduling of the kick-off meeting.
- Payment 2: 50% of grant funds once RRC has received a full draft of the master plan for review and the community completed the recommendations for best practice 3.4 and 4.1.
- Payment 3: 25% once the final product has been confirmed by RRC as aligned, adopted, and available online.

#### How does the community receive the funds?

Payment of any kind from MEDC requires the community to be set up in the **state's financial system (SIGMA) to accept Electronic Fund Transfers (EFTs)**. Most communities are already set up to receive ETFs from SIGMA but if yours isn't, your community will need to set that up while the grant agreement is being drafted.

#### How long does it take to receive the funds once the community achieves a milestone?

Once the Community Planner determines a community has achieved a milestone, a request for payment is submitted internally. Funds are *typically* in the community's account within 10 to 14 days of that request.

# Step 8: Project Complete & RRC Feedback

Communities accepting RRC TA match funds are expected to work with their service provider to deliver the project **within scope and on time**. This is especially important as the grant agreement will be tied to that expected end date and payments cannot be made once the agreement expires. Once the project is complete, the Community Planner will close out project records and ask the community for feedback on their experience working with the service provider and RRC grant process.

#### What happens if the project is not completed on time?

RRC understands that occasionally things happen that are outside of a community's control. If the community has been in regular communication with RRC and has clearly made efforts to keep the project on track, RRC can request an extension to the grant agreement. Extensions are **never** guaranteed, so communities should do everything in their power to finish on time. Remaining payments cannot be issued if the agreement has expired.

#### What kind of feedback is RRC looking for?

RRC works with literally hundreds of communities across the state and to customize the RRC experience, RRC relies on an open feedback loop. Once a project is complete, RRC asks for feedback on the community's experience including:

- The community's thoughts on the service providers process and final products
- The community's thoughts on the RRC grant and payment processes
- The community's thoughts on RRC's support of the project throughout the process
- Anything else the community would like to share

As of this guide, RRC solicits this feedback either via direct conversations or email.

# Appendices: RRC TA Flexible Local Match Policy, Sample Forms, and RRC TA Match Expectations

#### Local Match Flexibility Policy

RRC understands that there may be instances where a community's unique situation warrants consideration of a lower local match. Such requests are carefully reviewed and are approved only after certain conditions are determined to be present:

- 1. The community falls under one of the following categories:
  - a. It is designated as **Low-to-Moderate Income (LMI)** community under federal CDBG guidelines (<u>see list here</u> NOTE: Will download an excel file)
  - b. The community has been designated as Financially Distressed under the Michigan Department of Treasury's Financially Distressed Cities, Villages & Townships (FDCVT) program. (learn more here)
- 2. The community can demonstrate it has made substantial progress on RRC recommendations using local resources and cannot progress further without additional help.
- 3. The community can demonstrate that it has reached out to potential local partners (EDC, Chamber, Foundation, etc.) to secure match prior to requesting this exception.

There is never any guarantee that the match can be increased even when a community meets these parameters.

# City of Sturgis City Commission Regular Meeting

Agenda Item 10C

# RESOLUTION OF INTENT FOR THE CITY OF STURGIS TO CONTINUE PURSUING AND PARTICIPATING IN THE MICHIGAN ECONOMIC DEVELOPMENT CORPORATION REDEVELOPMENT READY COMMUNITIES PROGRAM

WHEREAS, the Michigan Economic Development Corporation (MEDC) has established the statewide Redevelopment Ready Communities Program (RRC) to empower communities to shape their future and maximize economic potential, and

**WHEREAS**, the RRC Program provides technical and financial assistance to and certifies Michigan communities who actively engage stakeholders and plan for transparent, fair, and consistent processes and work to improve development review processes, and

**WHEREAS**, the RRC Program provides grant and loan assistance to help facilitate development and redevelopment projects in communities that are pursuing RRC Certification or are RRC Certified.

WHEREAS, certain recommendations have been made by RRC Program staff in the RRC Baseline Report that are required for The City of Sturgis to attain Redevelopment Ready Communities Certification, and

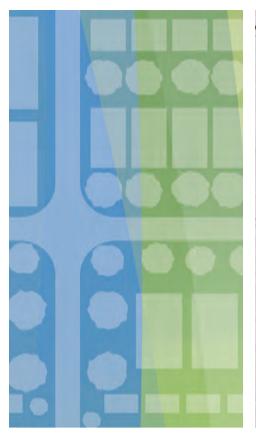
**WHEREAS**, The City of Sturgis has reviewed the RRC Baseline Report and is willing to complete the tasks as outlined;

**NOW, THEREFORE, BE IT RESOLVED**, that the Sturgis City Commission authorizes the implementation of recommendations made by the RRC Program staff that are necessary to receive Redevelopment Ready Communities Certification from the MEDC.

AYES:

NAYES:

ABSTAINED:



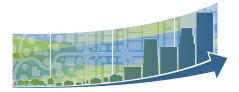


# BEST PRACTICES









redevelopment ready communities

Redevelopment Ready Communities® (RRC) is a voluntary technical assistance initiative offered through the Michigan Economic Development Corporation (MEDC) which empowers communities to shape their future by building a foundation of planning, zoning, and economic development best practices and integrating them into their everyday functions.

Communities who engage in the RRC process commit to improving development readiness by agreeing to undergo a rigorous assessment and working locally to integrate the best practices as described in this document. Developed by public and private sector experts, the RRC Best Practices are the standard for evaluation. Each best practice addresses key elements of community and economic development. Evaluations are conducted by the RRC team through interviews, document review and data analysis. After the baseline assessment, a community is presented with a report that highlights successes and outlines recommended actions for implementation of the best practice criteria. The expectations listed with each evaluation criteria are what a community is measured against to determine if that criteria is being accomplished. A community must demonstrate how the expectations are being achieved, and when applicable, may propose alternative approaches. To achieve the community's desired RRC level, a community must meet all applicable RRC Best Practice criteria.

Redevelopment Ready Communities<sup>®</sup> certification signals that a community has clear development policies and procedures, a community-supported vision, a predictable review process and compelling sites for developers to locate their latest projects. Communities who achieve Certified level gain access to a series of additional benefits, including the Redevelopment Services Team, a specialize team focused on supporting development opportunities for priority sites through site packaging and marketing efforts. These packaged sites are primed for new investment because they are located within a community that has effective policies, efficient processes and the broad community support needed to get shovels in the ground.

This handbook includes not only RRC Best Practice criteria and expectations for each level, but also helpful information on the process, key definitions, tips for integrating the best practices, and more.

Any questions can be directed to the RRC team at rrc@michigan.org. Please visit www.miplace.org/rrc for more information on RRC.

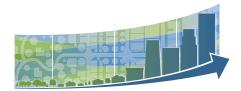


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MICHIGAN ECONOMIC DEVELOPMENT CORPORATION



# **RRC LEVELS: ESSENTIALS & CERTIFIED**

Based on feedback from communities and other stakeholders, RRC offers two levels: "Essentials" and "Certified." Communities can determine which level is most appropriate for their needs based on capacity, community goals and other local factors. Communities are encouraged to consult with their assigned community planner if they are unsure which level they would like to pursue. RRC understands that no two days are the same when it comes to running a local government; in recognition of that, communities can move between

levels if local considerations change.

Each best practice in this handbook includes expectations for Essentials and for Certified. This allows for maximum transparency and easy comparison. In some cases, they are identical, but in many criteria, RRC Certified level includes additional expectations. Once a community determines the level it would like to achieve, it should focus on the appropriate expectations throughout this handbook.

#### Purpose

ESSENTIALS	Communities who have achieved Essentials status have all the key documents and practices in place to provide a predictable development experience and meet local planning and zoning responsibilities under Michigan law.
CERTIFIED	RRC Certified communities have integrated all the Best Practices into their local processes and proactively seek out community development opportunities while providing a predictable development experience.

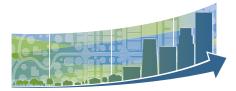
#### **Best Practices**

ESSENTIALS	Plans and Engagement [BP 1]; Zoning (partial) [BP 2]; Development Review (partial) [BP 3]; Boards and Commissions (partial) [BP 4].
CERTIFIED	Plans and Engagement [BP 1]; Zoning [BP 2]; Development Review [BP 3]; Boards and Commissions [BP 4]; Economic Development and Marketing [BP 5]; Redevelopment Ready Sites [BP 6].

#### **Benefits**

ESSENTIALS	Access to assigned community planner, RRC library, RRC training opportunities, RRC technical assistance match funding opportunities, and other benefits as identified.
CERTIFIED	All Essentials level benefits, plus access to the Redevelopment Services Team, site marketing support, continued access to RRC technical assistance match funding opportunities, and other ever-evolving benefits such as free event registrations, social media and more.





# RESOURCES

Communities who engage with the Redevelopment Ready Communities<sup>®</sup> program gain access to many tools and resources to support their efforts to align with the best practices.

#### **COMMUNITY PLANNER**

Each RRC community has direct access to a community planner who can help guide them through the process. Planners are assigned regionally which provides an extra level of customization for the program. The assigned planner will handle all record keeping for the community's progress, conduct the baseline assessment and final certification assessment, connect the community with resources, review drafts, attend meetings as requested and more.

#### RRC STATUS SYSTEM (TRELLO)

RRC uses an online system called Trello to provide real-time access to the community's RRC status and best practice progress. This free browser-based software allows the community to have a direct line of communication with the RRC team, upload items as they are completed, and organize its RRC workload to fit its capacity. Learn more about the system by going to www.miplace.org/rrctrello.

#### **RRC LIBRARY**

Over the years, RRC has collected examples of the many ways communities have been able to align with the RRC Best Practices. These have been compiled in the RRC library. Anyone can access the library by going to www.miplace.org/ rrclibrary.

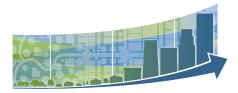
#### **RRC ONLINE TRAINING**

RRC encourages communities to have multiple staff, elected and appointed officials complete the "RRC Best Practices Training Series" online. This free system provides an up-to-date overview of RRC and in-depth courses on each of the best practices. This is an especially great opportunity for planning commissions, councils, and DDAs to get some easy, flexible training. The more local officials and staff who are trained, the more effective RRC will be to the community over time as it integrates the best practices. Users can learn more and register for the system by going to www.miplace.org/rrctraining.

#### RRC TECHNICAL ASSISTANCE MATCH FUNDING

RRC understands that communities face financial realities, which can create challenges in funding projects which relate to RRC Best Practices. In recognition of that fact, RRC offers funding to assist communities in completing some RRC items. Common uses are updating plans, zoning ordinances and economic development/ marketing plans. Funding is on a case-by-case basis and requires communities to have received a formal baseline report and have demonstrated progress in implementing recommendations from the baseline report. While parameters around this assistance are continually evolving, details on the current process and considerations can be found at www.miplace.org/rrctamatch.





# **REDEVELOPMENT READY COMMUNITIES® FRAMEWORK**

The Redevelopment Ready Communities<sup>®</sup> process is guided by four pillars: guiding principles, mission, vision, and customer experience. These help to provide a consistent yet customized experience for each community, factoring in differences such as population, existing development patterns, staff capacity, financial capacity, and other local challenges or strengths.

**RRC Guiding Principles:** These principles guide how RRC is designed and implemented at a programmatic and local level:

- 1. Community driven
- 2. Predictable
- 3. Implementable
- 4. Proactive
- 5. Equitable
- 6. Collaborative

#### **Mission Statement**

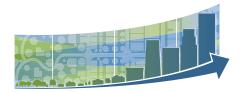
RRC empowers communities to shape their future by building a foundation of planning, zoning, and economic development best practices and integrating them into their everyday functions.

#### **Vision Statement**

A "Redevelopment Ready Community" has a clear vision for the future, established through collaborative community planning, and understands the actions and tools necessary to achieve that vision. It welcomes private sector investment to support that vision via a customer service approach to development that is proactive and predictable. Early on, an applicant can easily find the information they need to understand the process, including how long it will likely take and what costs they can expect to incur. Once a project review is officially underway, it is guided by a detailed and documented internal review process. Decisions are made by staff and officials who regularly receive training and are informed on key concepts and trends. The community values continuous improvement and maintaining updated plans and processes.

#### **Customer Experience Statement**

Communities engaged in RRC understand the longterm value of implementing the RRC Best Practices and can easily understand the process for reaching and maintaining certification. They build productive relationships with their community planner and access a wide range of resources throughout their experience ranging from the RRC baseline assessment to the RRC library, webinars, workshops and more. The planner connects the community not only with resources to reach certification, but also works to challenge norms and capture community development momentum at critical junctures which can lead to long-term prosperity. Community planners always welcome feedback and maintain an adaptive mindset to help the program evolve over time.



redevelopment ready communities

# WHAT ARE THE BEST PRACTICES?

#### **BEST PRACTICE 1: Plans & Engagement**

Best Practice 1 evaluates community planning and how a community's redevelopment vision is embedded in the master plan, capital improvements plan, and downtown plan or corridor plan(s). It also assesses how a community identifies its stakeholders and engages them, not only during planning processes, but on a continual basis.

Comprehensive planning documents are a community's guiding framework for growth and investment. Information and strategies outlined in the plans are intended to serve as policy guidelines for local decisions about the physical, social, economic and environmental development of the community. The master plan is updated, at a minimum, every five years to provide a community with a current and relevant decision-making tool. The plan sets expectations for those involved in development, giving the public some degree of certainty about their vision for the future, while assisting the community in achieving its stated goals. An updated master plan is essential to articulating the types of development the community desires and the specific areas where the community will concentrate resources. Coordination between the master plan, capital improvements plan, and downtown plan or corridor plan(s) is essential. It is important that planning documents establish goals, implementation actions, timelines and responsible parties.

Public participation is the process by which a community consults with interested or affected stakeholders before making a decision. Communities have a large toolbox of ever-evolving options for how to solicit public participation ranging from time-tested (and required) tools such as public hearings and notices to more proactive activities such as open houses, social media, and surveys. A public participation plan is essential to formalize those efforts and outline how the public will be engaged throughout planning and development processes. Such a plan can help minimize disputes later in the development review process and ensure diverse and equitable stakeholder engagement.

#### **BEST PRACTICE 2: Zoning**

Best Practice 2 evaluates a community's zoning ordinance and how it meets community goals, enables the form and type of development the community is seeking and includes modern approaches to zoning. Zoning is a key tool for plan implementation. Obsolete zoning regulations can discourage development and investment. Outdated regulations can force applicants to pursue rezoning or variance requests thus extending project timelines, increasing costs, and creating uncertainty. Communities should look to streamline requirements and regulate for the kind of development that is truly desired. Zoning should be used to shape inviting, walkable, vibrant communities, rather than inhibit them.

#### **BEST PRACTICE 3: Development Review**

Best Practice 3 evaluates the community's development review policies and procedures to ensure they integrate predictability throughout. Unnecessary steps or unclear instructions increase time and expenses associated with development. Community leaders should look to simplify and clarify policies and increase efficiency to create an inviting development climate that is vital to attracting investment. To do this, sound internal procedures need to be in place and followed. Making information on the development review process and resources readily available assists applicants of all experience levels in understanding what they will need to know as they invest in the community.

#### **BEST PRACTICE 4: Boards & Commissions**

Best Practice 4 assesses the tools a community has put in place to strengthen their boards and commissions. Diversity on boards and commissions can ensure a wide range of perspectives are considered when making decisions on development and financial incentives. Being intentional when a community conducts recruitment



# WHAT ARE THE BEST PRACTICES? continued

and orientation for newly appointed or elected officials and creates a solid foundation for the community to build upon. Additionally, communities that prioritize training and collaboration provide officials and staff with opportunities to expand their knowledge and ultimately make more informed decisions about land use and redevelopment issues.

#### BEST PRACTICE 5: Economic Development

Best Practice 5 assesses the community's plans to strengthen its overall economic health and market itself to create community pride and increase investor confidence. Today, economic development means more than business attraction and retention. While business development is a core value, a community needs to include community development and talent in the overall equation for economic success. The goal of the economic development strategy is to identify initiatives and methods that will encourage diversity of the region's economic base, tap into opportunities for economic expansion and help to create a sustainable, vibrant community. Additionally, this best practice helps communities understand and deploy local economic development tools and incentives.

#### Marketing

The ability to tell a community's story is an essential part of any economic development effort. To do this, communities must understand their existing assets, know their audience, and have consistent messaging. To coordinate these efforts internally and externally, Redevelopment Ready Communities<sup>®</sup> create formal marketing plans which help implement the community vision, values and goals.

#### BEST PRACTICE 6: Priority Redevelopment Sites

Best Practice 6 assesses how a community identifies, envisions, and markets their priority redevelopment sites. Instead of waiting for developers to propose projects, Redevelopment Ready Communities® identify priority sites and prepare information to assist developers in finding opportunities that match the community's vision. Communities must think strategically about the redevelopment of properties and targeting investments in areas that can catalyze further development. For instance, identifying and marketing priority sites in obsolete, vacant and underutilized properties can assist a community in stimulating the real estate market. Additionally, engaging the public and understanding desired outcomes for priority sites create a predictable environment for development projects and reduce the risk of rejected development proposals. Post certification, the Redevelopment Services Team will be available to assist communities in identifying, packaging, and marking sites that can help the community implement their vision.

#### **EXPECTATIONS**

The following pages provide more detail on each best practice, outlining criteria within each. The RRC team uses these expectations when working with communities to determine if the community's local processes align with the best practices. Communities are encouraged to carefully review the expectations when working on RRC-related items and reach out to their community planner with any questions.

## 1.1 Master Plan

Master plans establish a community vision through public engagement and identify how to implement that vision. The plan is an essential document that guides future development throughout the community, adding predictability and community support to the development process.

<b>CRITERIA:</b> The governing body has adopted a master plan in the past five years.		
ESSENTIALS EXPECTATIONS	CERTIFIED EXPECTATIONS	
☐ The master plan reflects the community's desired direction for the future.	The master plan reflects the community's desired direction for the future.	
<ul> <li>The master plan identifies strategies for priority redevelopment areas.</li> </ul>	<ul> <li>The master plan identifies strategies for priority redevelopment areas.</li> </ul>	
The master plan addresses land use and infrastructure, including complete streets.	The master plan addresses land use and infrastructure, including complete streets.	
□ The master plan includes a zoning plan.	$\Box$ The master plan includes a zoning plan.	
The master plan establishes goals, implementation actions, timelines and responsible parties.	The master plan establishes goals, implementation actions, timelines and responsible parties.	
□ The master plan is accessible online.	□ The master plan is accessible online.	
	Progress on master plan implementation is assessed annually.	

# 1.2 Downtown or Corridor Plan

Downtowns and major corridors are economic engines for communities. Having a plan for these particular areas adds predictability for future development and can support local efforts to strengthen businesses and create a community gathering space.

<b>CRITERIA:</b> The governing body has adopted a downtown or corridor plan.		
ESSENTIALS EXPECTATIONS	CERTIFIED EXPECTATIONS	
The downtown or corridor plan identifies development area boundaries.	The downtown or corridor plan identifies development area boundaries.	
<ul> <li>The downtown or corridor plan clearly identifies priority projects.</li> </ul>	<ul> <li>The downtown or corridor plan clearly identifies priority projects.</li> </ul>	
□ The downtown or corridor plan includes mixed-use and pedestrian-oriented development elements.	☐ The downtown or corridor plan includes mixed-use and pedestrian-oriented development elements.	
🗌 The plan is available online.	🗌 The plan is available online.	
NOTE: For essential level, this best practice only applies in instances where the community has an active DDA or CIA TIF.		

# 1.3 Capital Improvements Plan

Turning plans into action often requires capital investments. These plans, established under Michigan law, help coordinate these investments, which could include infrastructure, facilities, parks, technology and more.

<b>CRITERIA:</b> The governing body has adopted a capital improvements plan.	
ESSENTIALS EXPECTATIONS	CERTIFIED EXPECTATIONS
The capital improvements plan details a minimum	The capital improvements plan details a minimum
of six years (beginning with the current year)	of six years (beginning with the current year)
of public structures and improvements and is	of public structures and improvements and is
updated annually.	updated annually.
The capital improvements plan coordinates	The capital improvements plan coordinates
projects to minimize construction costs.	projects to minimize construction costs.
The capital improvements plan coordinates with	The capital improvements plan coordinates with
adopted community plans and the budget.	adopted community plans and the budget.
$\hfill\square$ The capital improvements plan is accessible online.	$\Box$ The capital improvements plan is accessible online.

# 1.4 Public Participation Plan

Public participation plans help communities establish clear expectations for public engagement, ensuring all groups are represented in decision making processes.

<b>CRITERIA:</b> The community has a public participation plan for engaging a diverse set of community stakeholders.	
ESSENTIALS EXPECTATIONS	CERTIFIED EXPECTATIONS
The plan identifies key stakeholders, including	The plan identifies key stakeholders, including
those not normally at the visioning table.	those not normally at the visioning table.
The plan describes public participation methods	The plan describes public participation methods
and the appropriate venue to use each method.	and the appropriate venue to use each method.
The plan includes the use of both traditional	The plan includes the use of both traditional
and proactive engagement methods.	and proactive engagement methods.
The plan identifies how the community will report	The plan identifies how the community will report
out results of engagement efforts.	out results of engagement efforts.
The community reviews and updates the plan	The community reviews and updates the plan
on a regular basis.	on a regular basis.
	The community provides an update on engagement activity to the governing body at least annually.



# 2.1 Alignment with Master Plan

Under Michigan law, zoning ordinances must be based on an adopted master plan. Ensuring such coordination reduces uncertainty and risk for development.

<b>CRITERIA:</b> The governing body has adopted a zoning ordinance that aligns with the goals of the current master plan.	
ESSENTIALS EXPECTATIONS	CERTIFIED EXPECTATIONS
The community has evaluated the master plan's recommendations to determine if changes to the zoning map or ordinance are needed.	<ul> <li>The community has evaluated the master plan's recommendations to determine if changes to the zoning map or ordinance are needed.</li> <li>The community has made updates to the zoning ordinance to align with the goals and zoning recommendations from the master plan.</li> </ul>

# 2.2 Accessibility and User-friendliness

Adding user-friendly components to the zoning ordinance can make it easier to understand, thus removing an initial barrier that disproportionately impacts local, small-scale, and first-time applicants.

<b>CRITERIA:</b> The zoning ordinance is accessible and user-friendly.	
ESSENTIALS EXPECTATIONS	CERTIFIED EXPECTATIONS
online.	<ul> <li>The ordinance and zoning map are accessible online.</li> <li>The ordinance portrays clear definitions and requirements.</li> <li>The ordinance includes graphics, tables or charts.</li> </ul>



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# 2.3 Concentrated Development

Allowing for areas of context-sensitive concentrated development provides myriad benefits including enabling pedestrian mobility, providing a sense of place, generating fiscal stability for communities, and leveraging existing infrastructure.

<b>CRITERIA:</b> The zoning ordinance provides for areas of concentrated development in appropriate locations and encourages the type and form of development desired.	
ESSENTIALS EXPECTATIONS	CERTIFIED EXPECTATIONS
☐ The ordinance allows mixed-use buildings by-right in designated areas of concentrated development.	The ordinance allows mixed-use buildings by-right in designated areas of concentrated development.
The ordinance requires <b>ONE</b> or more of the following elements in areas of concentrated development:	The ordinance requires <b>TWO</b> or more of the following elements in areas of concentrated development:
<ul> <li>Infinitial ground noor transparency</li> <li>Front-facing doorways</li> <li>Parking located in the rear of the building</li> <li>Walk-up windows</li> <li>Public art program</li> <li>Temporary or permanent parklets</li> </ul>	<ul> <li>Immuni ground noor transparency</li> <li>Front-facing doorways</li> <li>Parking located in the rear of the building</li> <li>Walk-up windows</li> <li>Public art program</li> <li>Temporary or permanent parklets</li> </ul>

## 2.4 Housing Diversity

Having an ordinance which clearly allows for diverse housing types creates unique neighborhoods, provides lifestyle options for residents of all ages and income levels, helps attract talent, and provides flexibility for meeting market demand.

<b>CRITERIA:</b> The zoning ordinance allows for a variety of housing options.	
ESSENTIALS EXPECTATIONS	CERTIFIED EXPECTATIONS
The ordinance allows for <b>TWO</b> or more of the following housing types by-right: Accessory dwelling units (ADU) Townhouses/rowhouses Triplexes Quadplexes 6-plexes Commercial Stacked flats First-floor residential with commercial Residential above commercial Micro units Cottage housing/bungalow courts Tiny houses	The ordinance allows for <b>THREE</b> or more of the following housing types by-right: Accessory dwelling units (ADU) Townhouses/rowhouses Triplexes Quadplexes 6-plexes Commercial Stacked flats First-floor residential with commercial Residential above commercial Micro units Cottage housing/bungalow courts Tiny houses

# 2.5 Parking Flexibility

The cost and space consumed by parking can make or break a project financially. Providing flexible options for parking allows for creative and context-sensitive solutions in communities of all sizes and reduces the negative impacts excessive parking can have on a community's sense of place.

<b>CRITERIA:</b> The zoning ordinance includes flexible parking requirements.	
ESSENTIALS EXPECTATIONS	CERTIFIED EXPECTATIONS
<ul> <li>The ordinance includes regulations for TWO or more of the following tools approved either administratively or by the planning commission:</li> <li>Reduction or elimination of required parking when on-street or public parking is available</li> <li>Connections between parking lots</li> <li>Shared parking agreements</li> <li>Parking maximums</li> <li>Elimination of parking minimums</li> <li>Parking waivers</li> <li>Electric vehicle charging stations</li> <li>Bicycle parking</li> </ul>	<ul> <li>The ordinance includes regulations for THREE or more of the following tools approved either administratively or by the planning commission:</li> <li>Reduction or elimination of required parking when on-street or public parking is available</li> <li>Connections between parking lots</li> <li>Shared parking agreements</li> <li>Parking maximums</li> <li>Elimination of parking minimums</li> <li>Parking waivers</li> <li>Electric vehicle charging stations</li> <li>Bicycle parking</li> </ul>
<ul> <li>Payment in lieu of parking</li> <li>Reduction of required parking for</li> </ul>	<ul> <li>Payment in lieu of parking</li> <li>Reduction of required parking for</li> </ul>
complementary mixed uses	complementary mixed uses

# 2.6 Green Infrastructure

Integrating green infrastructure can reduce infrastructure and maintenance costs, provide opportunities for recreation and physical activity, reduce exposure to harmful substances, advance placemaking goals, improve safety, promote community identity and a sense of well-being, and provide economic benefits.

<b>CRITERIA:</b> The zoning ordinance includes standards for green infrastructure.	
ESSENTIALS EXPECTATIONS	CERTIFIED EXPECTATIONS
N/A	<ul> <li>The ordinance includes regulations for THREE or more of the following:</li> <li>Low impact development techniques (rain gardens, bioswales, etc.)</li> <li>Rain water collection (blue roofs, cisterns, water harvesting, stormwater vaults, etc.)</li> <li>Green roofs</li> <li>Permeable pavement</li> <li>Steep-slope protections</li> <li>Street-tree planting standards</li> <li>Tree preservation or replacement standards</li> <li>Parking lot internal landscaping standards</li> <li>Open space preservation development (i.e., cluster housing)</li> <li>Required native or low-maintenance plantings</li> <li>Renewable energy</li> <li>Buffering standards around water bodies or other natural resources</li> <li>Off-site stormwater regulations allowing site developers to participate in district-scale stormwater management plans</li> </ul>



### **3.1 Defined Processes**

Clearly defined development review processes provide predictability for investments big and small.

<b>CRITERIA:</b> The zoning ordinance includes clear steps for major development review processes.	
ESSENTIALS EXPECTATIONS	CERTIFIED EXPECTATIONS
Processes for site plan review, special land use, rezoning, variances, and text amendments are clearly laid out in the zoning ordinance.	Processes for site plan review, special land use, rezoning, variances, and text amendments are clearly laid out in the zoning ordinance.
$\hfill\square$ Development review standards are clearly defined.	$\Box$ Development review standards are clearly defined.

# **3.2 Point of Contact**

Having a clearly identified point of contact helps communities offer positive and personalized service which builds a foundation for a predictable development review experience.

<b>CRITERIA:</b> The community has clearly identified a point of contact for development review activities.	
ESSENTIALS EXPECTATIONS	CERTIFIED EXPECTATIONS
☐ The community has an identified development review point of contact, which is clearly indicated on the website.	The community has an identified development review point of contact, which is clearly indicated on the website.

# 3.3 Conceptual Review

Conceptual review meetings offer a chance for early, informal review of proposed projects. This helps avoid costly mistakes or delays later in the process.

<b>CRITERIA:</b> The community defines and offers conceptual review meetings for applicants.	
ESSENTIALS EXPECTATIONS	CERTIFIED EXPECTATIONS
The community advertises online that conceptual site plan review meetings are available.	The community advertises online that conceptual site plan review meetings are available.
	The community has clearly defined expectations posted online and a checklist to be reviewed at conceptual meetings.

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## 3.4 Internal Review Process

Clearly documenting the internal review process provides predictability and consistency in the development review process. It also ensures that processes can continue in the event of staff turnover.

CRITERIA: The community has a clearly documented internal staff review policy.	
ESSENTIALS EXPECTATIONS	CERTIFIED EXPECTATIONS
<ul> <li>The internal review process addresses the following:</li> <li>Key steps of the application from submittal to issuing of the permit</li> <li>Timelines</li> <li>Identifies who reviews applications</li> <li>Identifies approval standards</li> </ul>	<ul> <li>The internal review process addresses the following:</li> <li>Key steps of the application from submittal to issuing of the permit</li> <li>Timelines</li> <li>Identifies who reviews applications</li> <li>Identifies approval standards</li> </ul>
	<ul> <li>The community has established a joint review team.</li> </ul>

# 3.5 Approval Authority

Approving permitted uses at the planning commission or staff level allows faster approval and respects the administrative nature of development review.

<b>CRITERIA:</b> The community streamlines the approval process by using administrative and planning commission approval authority.	
ESSENTIALS EXPECTATIONS	CERTIFIED EXPECTATIONS
Site plans for permitted uses are approved administratively or by the planning commission.	<ul> <li>Site plans for permitted uses are approved administratively or by the planning commission.</li> <li>Permitted uses do not require a formal public hearing (but allow for public comment and other engagement as deemed necessary).</li> </ul>

# 3.6 Fee Schedule

Having a fee schedule allows an applicant to clearly understand their likely costs upfront, reducing surprises further in the process.

CRITERIA: The community maintains a fee schedule.		
ESSENTIALS EXPECTATIONS	CERTIFIED EXPECTATIONS	
The fee schedule is available online in an easy-to-find location.	The fee schedule is available online in an easy-to-find location.	
	The fee schedule is reviewed annually and updated as needed.	

# 3.7 Payment Methods

Clearly identifying methods of payment reduces uncertainty. Communities that accept credit cards offer a highly sought after, modern option that adds flexibility.

CRITERIA: The community offers clear methods of payment.	
ESSENTIALS EXPECTATIONS	CERTIFIED EXPECTATIONS
The community clearly indicates on its website accepted method(s) of payment for development fees.	The community clearly indicates on its website accepted method(s) of payment for development fees.
	The community accepts credit card payment for development fees

# 3.8 Access to Information

Having key information and forms available online (or organized into a guide) reduces the number of questions the point of contact will need to address and increases the likelihood of a successful development review experience from the beginning.

<b>CRITERIA:</b> The community makes development review information and forms readily available online.	
ESSENTIALS EXPECTATIONS	CERTIFIED EXPECTATIONS
The community's website includes the following essential items: Zoning ordinance Meeting information Application(s) for site plan Special land use, rezoning, variance Zoning text amendment and zoning permits Fee schedule Conceptual meeting availability	<ul> <li>The community has compiled a "Guide to</li> <li>Development," which includes the following: <ul> <li>Relevant contact information</li> <li>Relevant meeting schedules; flowcharts of development review processes</li> <li>Conceptual meeting procedures</li> <li>Relevant ordinances to review prior to application submission</li> <li>Applications for all major development review processes (at least site plans, special land-uses, variances, and rezoning)</li> <li>Explanation of approval authority for development review processes</li> <li>Fee schedule</li> <li>Special meeting procedures</li> <li>Financial assistance tools</li> <li>Design standards and other local guidelines</li> <li>Information on building processes and contacts</li> </ul> </li> </ul>

# 3.9 Project Tracking

Having a consistent tracking system keeps staff and applicants informed of a project's development review status. It also ensures continuity in the event of staff turnover or absences.

<b>CRITERIA:</b> The community has a method to track development projects.		
ESSENTIALS EXPECTATIONS	CERTIFIED EXPECTATIONS	
N/A	The community uses a tracking mechanism for projects during the development process, from application to permit.	

#### 4.1 Recruitment Process

Having clear and accessible recruitment and appointment procedures reduces barriers to attracting candidates for boards and commissions.

CRITERIA: The community has a clear recruitment and appointment process.		
ESSENTIALS EXPECTATION	ONS	CERTIFIED EXPECTATIONS
Board and commission applications ar online.	e available	Board and commission applications are available online.
	I	The community has clearly documented the process for board and commission appointments online.

### 4.2 Expectations and Interests

Providing clear expectations on what being a board member entails (and helpful background to have) helps candidates understand which board may best fit their experience and capacity.

<b>CRITERIA:</b> The community sets expectations for board and commission positions.	
ESSENTIALS EXPECTATIONS	CERTIFIED EXPECTATIONS
The community outlines expectations for board and commission positions.	The community outlines expectations for board and commission positions.
	The community identifies associated interests and background for board and commission positions.

#### 4.3 Orientation

Ensuring recently elected or appointed officials have the information they need to perform their new duties makes the development review process more predictable.

CRITERIA: The community provides orientation material to all appointed and elected members	
of development-related boards and commissions.	

ESSENTIALS EXPECTATIONS	CERTIFIED EXPECTATIONS
	□ The orientation materials include all relevant
planning, zoning and development information.	planning, zoning and development information.

### 4.4 Bylaws

Bylaws provide predictability for board proceedings and, therefore, the development review experience.

<b>CRITERIA:</b> The community has bylaws for appointed development-related boards and commissions.		
ESSENTIALS EXPECTATIONS	CERTIFIED EXPECTATIONS	
The community has adopted bylaws for appointed development-related boards and commissions.	The community has adopted bylaws for appointed development-related boards and commissions.	
☐ The bylaws are available online.	□ The bylaws are available online.	

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#### 4.5 Planning Commission Annual Report

All planning commissions in Michigan must issue an annual report as outlined in the MPEA. This is also a great opportunity to assess past activity and communicate with other boards.

<b>CRITERIA:</b> The community issues a planning commission annual report.		
ESSENTIALS EXPECTATIONS	CERTIFIED EXPECTATIONS	
The planning commission prepares an annual report for the governing body.	The planning commission prepares an annual report for the governing body.	

#### 4.6 Training Plan

Developing a training plan identifies opportunities, expectations, and goals that are aligned with the community's plans, needs, and capacity. This working document addresses training needs and desires of current board and commission members.

<b>CRITERIA:</b> The community has a documented training plan.	
ESSENTIALS EXPECTATIONS	CERTIFIED EXPECTATIONS
☐ The plan identifies training goals and expectations.	☐ The plan identifies training goals and expectations.
□ The plan identifies funding sources.	□ The plan identifies funding sources.
The plan identifies how training participants share outcomes with other officials and staff.	The plan identifies how training participants share outcomes with other officials and staff.
□ The plan identifies how the community consistently encourages training.	□ The plan identifies how the community consistently encourages training.
□ The plan is reviewed every two years.	□ The plan is updated annually.

#### 4.7 Joint Meetings

Joint meetings offer opportunity for direct collaboration between officials to ensure the community's board are rowing in the same direction.

<b>CRITERIA:</b> The community holds joint meetings with boards and commissions.	
ESSENTIALS EXPECTATIONS	CERTIFIED EXPECTATIONS
N/A	The community holds collaborative work sessions, meetings, trainings or other joint events at least annually.



#### 5.1 Economic Development Strategy

More than ever, communities and their partners must understand how to leverage their strengths and address their challenges in a competitive market for talent and investment. A local economic development strategy guides those efforts.

CRITERIA: The community has approved an economic development strategy.	
ESSENTIALS EXPECTATIONS	CERTIFIED EXPECTATIONS
	The economic development strategy identifies the economic opportunities and challenges of the community.
	□ The strategy addresses activities related to key economic development initiatives including business and talent attraction/retention, education and infrastructure.
N/A	The economic development strategy defines specific goals, actions, timelines and responsible parties for implementation.
	The economic development strategy coordinates with a regional economic development strategy.
	The economic development strategy is accessible online.
	Progress on the economic development strategy is reported annually to the governing body.



#### 5.2 Incentive Tools

Clearly identifying locally available economic development tools ensures the most efficient use of local resources to encourage development that the community desires. Having process documentation and application materials available assists potential applicants in understanding how to leverage local tools.

<b>CRITERIA:</b> The community has identified local economic development tools.	
ESSENTIALS EXPECTATIONS	CERTIFIED EXPECTATIONS
N/A	<ul> <li>The community's identified local economic development tools are outlined online.</li> <li>*Financial and non-financial examples below</li> <li>The process for accessing the local economic development tools, and application materials (if applicable) are available online.</li> </ul>

FINANCIAL AND NON-FINANCIAL EXAMPLES	
Financial	Non-financial
Façade improvement programs	Density bonuses
Housing incentive programs	Design assistance (financial or non)
Infrastructure improvements	Expedited review process
Industrial facilities tax exemption	Height bonuses
Land disposition policies which allow for a reduced sale price	Infrastructure advantages
Local or county brownfield TIF	Off-street parking reductions (project specific)
Local small business support loans	Pre-approved building plans
Neighborhood enterprise zones	Reduced setbacks
PILOTs (payment in lieu of taxes)	Resource connections
Revolving loan fund	Workforce training
Site prep	
Tax abatements (Industrial, OPRA, Commercial rehab, etc.)	
Waived local fees (development review, utility connections, etc.)	

#### 5.3 Marketing Plan

Marketing and branding are essential tools for promoting a community's assets and unique attributes. A marketing plan establishes goals and strategies for how a community should partner locally to build a consistent brand, tell their unique story, and attract new residents, visitors, businesses, and development.

<b>CRITERIA:</b> The community has a documented marketing plan.	
ESSENTIALS EXPECTATIONS	CERTIFIED EXPECTATIONS
	The marketing plan conducts an inventory of existing assets, including visual, online, and physical resources.
	The marketing plan defines specific goals, strategies and tactics to attract businesses and investment including audiences, messaging, and primary delivery methods.
N/A	The marketing plan identifies approaches to market priority development sites.
	The marketing plan aligns marketing efforts with local, regional and state partners.
	The marketing plan identifies core branding elements that provide a consistent community image including: tagline; simple logo(s); primary color palette; primary typefaces; and a collection of community photos.

# POST CERTIFICATION APPENDIX Best Practice 6: REDEVELOPMENT READY SITES®

Best Practice 6 is intended to be a post-certification best practice. As such, communities are strongly encouraged to complete Best Practices 1–5 before attempting to complete this best practice. Communities who complete the other best practices are far more prepared to realize positive outcomes from this best practice and will receive direct support from the Redevelopment Service Team to implement this best practice for the community's priority sites. All RRC Certified communities are expected to implement this best practice following certification.

The expectations are provided in this handbook in the interest of transparency, so communities know what to expect post-certification. This information also serves to support communities who may not be pursuing certification but would still like guidance on priority site redevelopment best practices. Communities on the path to Essentials level do not need to complete this best practice.

### 6.1 Prioritize Sites

**CRITERIA:** The community identifies and prioritizes redevelopment sites.

#### **CERTIFIED EXPECTATIONS**

 $\Box$  The community maintains an updated list of at least three priority sites.

#### 6.2 Basic Information

CRITERIA: The community gathers basic information for at least three priority sites.

#### **CERTIFIED EXPECTATIONS**

Required information to include:

 $\Box$  Photo of the site and/or rendering

$\Box$ Desired development outcomes for the site	
--------------------------------------------------	--

□ Owner contact information

Community contact information

	Utilities	on site	: water,	sewer,	electricity,	natural gas
--	-----------	---------	----------	--------	--------------	-------------

□ Wired broadband infrastructure: DSL, cable, fiber

#### 6.3 Vision

CRITERIA: The community has development a vision for at least three priority sites.
CERTIFIED EXPECTATIONS
The vision includes desired development outcomes.
$\Box$ Community champions for redevelopment of the site are identified.
☐ High controversy redevelopment sites may require additional public engagement as identified in the public participation plan.
The master plan and zoning ordinance have been reviewed for any updates needed to support the site vision.

□ Building size

□ Zoning □ Lot size

□ State equalized value

□ Utility contact information

# **POST CERTIFICATION APPENDIX Best Practice 6:** REDEVELOPMENT READY SITES<sup>®</sup> continued

#### 6.4 Potential Resources

<b>CRITERIA:</b> The community identifies potential resources and incentives for at least three priority sites.					
CERTIFIED EXPECT	ATIONS				
The community identifies negotiable development tools, financial incentives, and/or in-kind support, based on the project meeting the community's vision and desired development outcomes. Examples include:         □ Density bonuses       □ Expedited approval process         □ Local grants and loans       □ Waived fees         □ Abatements       □ State incentives					
Property Information Package					
<b>CRITERIA:</b> The community assembles a property information	tion package for at least one priority site.				
CERTIFIED EXPECTATIONS					
The property information package includes all basic information, site vision, financial incentives and the following (as applicable):					
	Property tax assessment information				
Property survey	Previous uses				
$\Box$ Known environmental and/or contamination conditions	Existing conditions report				
□ Soil conditions	🗌 Demographic data				

- □ Planned infrastructure improvements (as identified in the CIP)
- $\square$  GIS information including site location and street maps
- $\Box$  Traffic studies
- $\Box$  Market feasibility studies

#### 6.6 Marketing

6.5

CRITERIA: Prioritized redevelopment sites are actively marketed.

#### **CERTIFIED EXPECTATIONS**

□ The sites and property information package(s) are marketing in accordance with the community's marketing strategy.



□ Surrounding amenities

□ Natural features map

□ Target market analysis

□ Special zone/district status

## BEST PRACTICE 1: PLANS & ENGAGEMENT

#### **Related Laws**

Michigan Planning Enabling Act (PA 33 of 2008) Tax Increment Financing Act (PA 57 of 2018) Michigan Open Meetings Act (PA 267 of 1976) Open Meetings Act Handbook

#### **RRC Guides**

<u>Master Plan Update Guide</u> <u>Capital Improvements Guide</u> <u>Public Participation Plan Guide</u> See other related resources in the <u>RRC Library</u>

#### Definitions

1.1–Annual Progress Reporting: Annual progress reporting is the act of a community reviewing the plan's goals and actions at least annually and determining where they stand on achieving those goals and actions. It can be done in many ways including a report, joint meeting, presentation, memo, etc.

**1.2–Downtown:** A community's principal downtown is one with a grouping of 20 or more contiguous commercial parcels or property that include multi-story buildings of historical or architectural significance. The area must have been zoned, planned, built, or used for commercial purposes for more than 50 years. The area must primarily consist of zero-lot-line development, have pedestrian-friendly infrastructure and an appropriate mix of businesses and services. **1.2–Corridor:** A high impact corridor or gateway offers unique connectivity and connections to downtowns, new economic opportunities, safe and sustainable transportation, and improvement in a community's quality of life. A corridor includes one or more routes that connect to economic activity, and often forms boundaries between neighborhoods and communities. Communities without a traditional downtown and communities with a significant corridor in their boundaries will be evaluated with these criteria.

**1.4–Traditional Engagement Methods:** In general, these methods are one-way communication tools. Common, and often legally required methods include public meetings, public comment periods and hearings, newspaper postings, website postings, attachments to bills, announcements at meetings and fliers at the community office.

#### 1.4-Proactive Engagement Methods:

Proactive engagement methods are initiated by the community/consultant and typically foster two-way communication between the community and stakeholders. Examples include (but are not limited to): social media, community workshops, one-on-one interviews, focus groups, crowdsourcing, canvassing, and individual mailings (not counting those which are legally required).

## BEST PRACTICE 2: ZONING

#### **Related Laws**

Michigan Zoning Enabling Act (PA 110 of 2006)

#### **RRC Guides**

<u>Guide to Zoning Reform: Downtowns and Adjacent</u> <u>Neighborhoods</u> <u>Guide to Zoning Reform: Commercial Corridors and</u> <u>Shopping Centers</u> See other related resources in the <u>RRC Library</u>

#### Definitions

**2.3 – Concentrated Development:** An area with high density (i.e., downtown or corridor).

**2.3–Build-to Lines:** A zoning ordinance standard that regulates how far back a building must sit from the street or public right-of-way (ROW). Not only do build-to lines achieve planned street patterns, but they are a strong placemaking provision that supports the pedestrian experience. Build-to lines are most effective when they mimic the street wall of a community's historic buildings or are between o–10 feet from the public right-of-way.

**2.3–Minimum Ground Floor Transparency:** Local zoning requirements setting a minimum percentage of the first floor which must have some type of transparent material. This allows for activity in the building to be seen from the outside, adding to the pedestrian experience.

**2.3 – Mixed-use Buildings:** This is specifically referring to buildings that include residential space as well as non-residential space. Sometimes referred to as vertical mixed-use development.

**2.3–Open Store Fronts:** A design/development practice that assists ground-floor uses to expand commercial activity outdoors. This can often consist of a walk-up window for taking/delivering orders or garage doors that create a larger façade opening to invite pedestrians in. *Note: Open store fronts differ from open-air businesses as open-air businesses do not have a full enclosure or principal building.* 

**2.4–Accessory Dwelling Units:** Separate living space within a house (attached accessory dwelling unit) or on the same property as an existing house (detached accessory dwelling unit).

**2.4–Cottage Housing:** Generally defined as a grouping of small, single family dwelling units clustered around a common area and developed with a coherent plan for the entire site.

**2.4–Micro Units:** Apartment-style units which are 400 square feet in size or less.

**2.4–Stacked Flats:** Multi-family building with one unit at ground level and one above. Occupants for the second-floor units climb stairs to get to their homes, but once there, no additional stairs.

**2.4–Tiny Houses:** A detached housing unit under 400 square feet. Local regulations may place additional standards such as connection to utilities or anchoring to the ground.

**2.4–Townhouses/Rowhouses:** A building containing three or more attached dwelling units. Typically, these dwelling units directly face the street, share common walls and occupants will own or rent all the space from the ground to roof. These units are not typically stacked.

**2.5 – Banked/Deferred Parking:** A local zoning tool which allows communities to conditionally waive the required parking but still reserve space on the site for future parking if later determined to be needed.

**2.5–Payment in Lieu of Parking:** A local tool which allows new development to pay into a local fund designated to address parking needs.

**2.6–Blue Roofs:** A roof design explicitly intended to store water, typically rainfall.

**2.6 – Pervious Pavement:** Pervious pavement creates a very porous medium that allows water to drain to the underlying soils.

**2.6 – Open Space Preservation Development:** Allows for the developer to smaller residential lots on a portion of a development site and the remaining area is preserved as natural or recreational open space. This results in less disturbed space and a design that is more efficient for the provision of infrastructure. Sometimes referred to a cluster housing.

**2.6 – Renewable Energy:** Examples include wind, solar, passive solar and solar gardens.

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## BEST PRACTICE 3: DEVELOPMENT REVIEW

#### **Related Laws**

Michigan Zoning Enabling Act (PA 110 of 2006)

#### **RRC Guides**

<u>Guide to making a "Guide to Development"</u> See other related resources in the <u>RRC Library</u>

#### Definitions

**3.1–Development Review:** For the purposes of RRC Best Practices, development review means any defined development approval processes at the local level. This commonly includes site plan review, special land use, variances, rezoning, and text amendments. Depending on local laws, it may also include conditional land uses, conditional rezoning, cluster housing, planned unit developments (PUDs), etc.

**3.1–Site Plan Review:** Most common type of development request. Site plans are required for most uses (exceptions vary by community). Site plans allow local staff and officials to assess a proposed development to determine its alignment with the zoning ordinance.

**3.1–Rezoning Request:** Request to change the zoning district on the official zoning map for a parcel(s) of land. A legislative action which requires approval by the governing body.

**3.1–Variance Request:** A request to allow for uses that may not meet the full intent of the zoning designation. Approved by the Zoning Board of Appeals.

**3.1 – Special Land Use:** A use that requires more review criterion under a zoning designation. Some older zoning ordinances may refer to these as conditional uses.

**3.3–Conceptual Site Plan Review:** A meeting designed to provide an applicant with the opportunity to identify significant issues that could affect the basic design and feasibility of the project. Early discussions with the community will help the applicant make informed decisions about their application and avoid unnecessary processing delays. Conceptual meetings

can assist with understanding the application process, confirming what, if any, permits or licenses are needed, guiding an application to resources, determining application requirements, and identification of potential issues surrounding the project.

**3.4–Internal Review Process:** This refers to the "behind-the-scenes" process which happens between submitting the development review application and a final decision by the community.

**3.5–Administrative Approval:** A local process where the Zoning Administrator may directly approve development review applications. Commonly seen for single and two-family homes, expansions, and other small development requests.

**3.5–Public Hearing:** A formal public event specific to a particular project which requires formal notification and other components as required under state and local laws. A public hearing is different than the public comment period commonly found at the beginning all public meetings.

**3.8–Financial Assistance Tools:** Economic development programs, grants, loans, bonds, etc.

**3.8–Special Meetings:** Special meetings allow an applicant to request a meeting sooner than the regularly scheduled meeting for a public body. Communities often charge a fee to cover public noticing and other costs. Communities are not required to offer special meetings.

**3.9–Tracking System:** A record keeping process which records key steps of the development review process and allows the community to quickly determine the status of an application and next steps. Complexity varies by community based on needs and capacity.

#### **Other Notes**

**3.9–Tracking Applicability:** This best practice criteria applies for all steps of the development review process where the community has direct control over the application.

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## BEST PRACTICE 4: BOARDS & COMMISSIONS

#### **Related Laws**

Michigan Planning Enabling Act (PA 33 of 2008)

#### **RRC Guides**

<u>Training Strategies & Resources Guide</u> See other related resources in the <u>RRC Library</u>

#### Definitions

**4.2–Expectations:** A clear indication of how much time and effort a position will require. This is independent of background. Common topics include meeting times, time to prepare for meetings, new or ongoing training standards, and major responsibilities of the board.

**4.2–Skill-sets:** Background and experience with is desirable for board members to help them "hit the ground running." This can also help communities build boards with diverse backgrounds and assist with selecting a candidate in the event there are more applicants than positions.

**4.3 – Orientation:** Action taken by community staff or officials to help new officials on boards and commissions understand their role; ideally this occurs prior to their first meeting.

**4.4–Bylaws:** A set of rules adopted by an organization chiefly for the government of its members and the regulation of its affairs. Michigan law requires bylaws for certain local boards and commissions.

**4.6–Joint Meeting:** A meeting, event, workshop, training, or other gathering where two or more boards gather to discuss or participate in activities of mutual interest.

#### **Other Notes**

**Applicability**–Unless otherwise specified, each Best Practice 4 criteria applies to all community boards and commissions directly responsible for planning, zoning, development review and economic development. This commonly includes the governing body, planning commission, downtown development authority (DDA), and Zoning Board of Appeals (ZBA) in most communities. It may also include the historic district commission (HDC), local brownfield development authority, local development commission (LDC) and more depending on local circumstances.



## BEST PRACTICE 5: ECONOMIC DEVELOPMENT & MARKETING

#### **RRC Guides**

Economic Development Strategy Guide Marketing Guide See other related resources in the <u>RRC Library</u>

#### **Other Resources**

Mich. Department of Treasury Property Tax Exemptions MEDC Community Development

#### Definitions

#### **5.1–Regional Economic Development Strategies:**

Each of Michigan's 10 prosperity regions has developed a regional economic development plan. Additionally, regional planning agencies are commonly responsible for the creation of regional comprehensive economic development strategies (CEDS) which are updated regularly and often used to secure funding from federal sources. Communities may fall under multiple strategies depending on their location.

#### **5.2-Key Economic Development Incentives:**

Designation of "key" incentives will vary by community but should include any that the community has already established such as commercial rehabilitation districts, abatements, local brownfield awards, PILOTs, local grants, etc.

#### **Other Notes**

**5.3–Marketing Core Branding Elements:** The marketing plan does not need to include a formal brand, but instead simply elements that could lead to such a brand later if the community chooses to do so.



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## **BEST PRACTICE 6: REDEVELOPMENT READY SITES®**

#### **RRC Guides**

<u>Developer Request for Qualifications (RFQ) guide</u> <u>Redevelopment Ready Sites Guide</u> See examples of property packages in the <u>RRC Library</u>

#### **Other Resources**

MEDC Redevelopment Services Team

#### Definitions

**6.1–Priority Site:** A site which has been determined to be of special interest for development in the community. Often identified in local plans such as the master plan, downtown/corridor plan or economic development strategy.

**6.3–Champion:** A champion supports efforts to develop the site at public meetings and helps keep the process moving. Champions are especially important when the community is considering a potentially controversial site.

#### 6.3-High Controversy (re)Development Site:

A site which is likely to foster significant public interest in its (re)development. This commonly applies to publicly owned sites but may also apply to private sites in high-impact or high-visibility areas, especially near residential zones.

**6.4–Density Bonuses:** Zoning tools which allow a development to exceed standard density limitations in exchange for meeting other community priorities such as open space, affordable housing, green infrastructure, etc.

**6.4–Waived Fees:** A community may waive or reduce local fees associated with development such as site plan review, inspections, utility connections, etc.

**6.5–Special Zone/District:** A formally established local district that could impact development requirements or incentive eligibility. Examples include opportunity zones, commercial rehabilitation districts, downtown development authority districts, brownfields, historic districts, etc.

# Conclusion

Redevelopment Ready Communities<sup>®</sup> assists communities in maximizing their economic potential by embracing effective redevelopment tools and best practices. Through the creative reuse of space, embracing economic innovation, and proactively planning for the future, Redevelopment Ready Communities<sup>®</sup> are more attractive for investments that create places where talent wants to live, work and play. Communities not formally engaged in RRC, but wanting to learn more about these best practices and RRC in general are encouraged to complete the free online training.

To be vibrant and competitive in today's economy, Michigan communities must create the types of places where talent and businesses want to locate, invest, and expand. Communities who have successfully achieved Essentials or Certified level in RRC send a signal to business owners, developers, and investors that the community has removed barriers to development by building fair, consistent and deliberate processes. Communities will always face challenges, but by identifying assets and opportunities, planning for new development, and focusing limited local resources, communities will have the tools to ensure they remain competitive for business and talent attraction for years to come.

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Dedicated to shared economic success, the Michigan Economic Development Corporation promotes the state's assets and opportunities that support business investment and community vitality. The MEDC's business assistance programs and services connect companies with people, resources, partners, and access to capital.

# City of Sturgis City Commission Regular Meeting

Agenda Item 10D

Bid Tab					
Vendor Bid Amount					
Electric Power Systems	Industrial Substation Southeast Substation	\$33,823.00 \$64,231.00			
		\$98,054.00			
Walker Miller	Industrial Substation Southeast Substation	\$89,800.00 \$82,375.00 \$172,175.00			
Premier	Industrial Substation Southeast Substation	\$25,594.46 \$22,771.12			
		\$48,365.58			
Turner Electrical Services	Industrial Substation Southeast Substation	\$23,920.00 \$20,720.00 \$44,640.00			
UIS	Industrial Substation Southeast Substation	\$59,322.79 \$56,683.52			
		\$116,006.31			

#### **BID FORM CITY OF STURGIS** 2023 INDUSTRIAL & SOUTHEAST SUBSTATION MAINTENANCE

This Bid is submitted by:

Company:	Turner Electrical Services
Address:	2780 Overview Ct.
	Howell, MI 48843
Phone:	734-545-2633
Email:	briane@turnerelectricalservices.com

#### Industrial Substation

Quantity	Description	Price Each	Extended Price
3	1200A 69kV SF6 Circuit Breakers	\$950.00	\$2,850.00
2	1200A 69kV Circuit Switchers	\$725.00	\$1,450.00
2	12/16/20MVA Power Transformer & LTC	\$5,700.00	\$11,400.00
1	Diagnosis & Repair of T1 Low LTC Oil Level & Low N2 Alarm	\$800.00	\$800.00
2	2000A MOIS 15kV Switches	\$495.00	\$990.00
4	ABB Type R-MAG 1200A 15kV Vacuum Circuit Breakers	\$495.00	\$1,980.00
1	125VDC Battery Bank, (10) SBS Type STT12V100 Batteries	\$1,450.00	\$1,450.00
1	Substation Thermal Imaging	\$2,500.00	\$2,500.00
1	Substation Ultrasound Testing	\$500.00	\$500.00
	Industrial Sub	station Bid Price	\$23,920.00

#### Southeast Substation

Quantity	Description	Price Each	Extended Price
2	1200A 69kV SF6 Circuit Breakers	\$950.00	\$1,900.00
2	1200A 69kV Circuit Switchers	\$725.00	\$1,450.00
2	18/24/30MVA Power Transformer & LTC	\$5,700.00	\$11,400.00
2	2400A MOIS 15kV Switches	\$495.00	\$990.00
2	1250A 15kV Vacuum Circuit Breakers	\$495.00	\$990.00
2	560A Cooper VWE 15kV Recloser	\$495.00	\$990.00
1	Substation Thermal Imaging	\$2,500.00	\$2,500.00
1	Substation Ultrasound Testing	\$500.00	\$500.00
	0	the set Outpeteties Did Dries	¢20 720 00

Southeast Substation Bid Price \$20,720.00

**Total Bid Price** 

\$44,640.00

3/7/2023 DATE

SIGNATURE, Brian Elegiers PRINT NAME

Senior Electrical Solutions Specialist TITLE

Comments or Exceptions to Bid:

Turner Electrical Services LLC TEGG Service<sup>®</sup> Professional Solutions



# FOR THE CONSIDERATION OF:

## **Tyler Stark** City of Sturgis

## **Proposal for Industrial & Southeast Substation Maintenance**

## Sturgis, Michigan

Prepared By:

Brian Ellegiers Senior Electrical Solutions Specialist Turner Electrical Services LLC 8530 W. Central Ave Suite 1-B Sylvania, OH 43560

Registered Proposal Number:

March 13, 2023

STD31323BE

## Turner Electrical Services LLC TEGG Service Division Options Selection



#### SCOPE OF WORK-Industrial Substation:

Turner Electrical Services will perform NICET certified preventative maintenance/testing on the following equipment listed in the RFP entitled "Maintenance, Testing and Inspection" for the Industrial substation located at 1510 Progress St. Sturgis, MI.

- (3) 1200A 69KV Circuit Breakers
- (2) 1200A 69KV Circuit Switcher
- (2) 12/16/20 MVA Power Transformers & LTC
- (1) Diagnosis & repair of Trans #1 Low LTC Oil level & Low N2 Alarm
- (2) 2000A MOIS 15KV Switches
- (4) ABB Type R-MAG 1200A 15KV Vacuum Circuit Breakers
- (1) 125VDC Battery System-(10) SBS Type STT12V Batteries
- (1) Thermal Imaging
- (1) Ultrasound Testing

#### Agreement Price:

Based on the scope of work detailed in this proposal, the price for these services will be **\$23,920.00.** Price includes mob. and demob.

#### SCOPE OF WORK-Southeast Substation:

Turner Electrical Services will perform NICET certified preventative maintenance/testing on the following equipment listed in the RFP entitled "Maintenance, Testing and Inspection" for the Industrial substation located at 27296 Fawn River Rd. Sturgis, MI.

- (2) 1200A 69KV Circuit Breakers
- (2) 1200A 69KV Circuit Switcher
- (2) 12/16/20 MVA Power Transformers & LTC6
- (2) 2400A MOIS 15KV Switches
- (2) 1250A 15KV Vacuum Circuit Breakers
- (1) 560A Cooper VWE 15KV Recloser
- (1) Thermal Imaging
- (1) Ultrasound Testing

#### **Agreement Price:**

Based on the scope of work detailed in this proposal, the price for these services will be **\$20,720.00.** Price includes mob. and demob

## Turner Electrical Services LLC TEGG Service Division Preventative Maintenance



You should note the following words have special meaning throughout the Agreement:

- 1. "You" and "Your" mean Ferrous Processing and Trading Co. and all of its internal and external representatives.
- 2. "We", "Our", "Ours" and "Us" mean Turner Electrical Services LLC and all of its internal and external representatives.
- 3. "EDS" means your Electrical Distribution System as defined in the Terms and Conditions.
- "Covered Components" means those components of the EDS that are listed in the System Components and Planned Service Interval Schedule of this agreement.

TEGG SERVICE

- "Guarantee" means a repair or replacement provision for Covered Components of your EDS as stipulated in the Service Option and defined in the TEGG Service Guarantees section.
- 6. "Sudden and Accidental Breakdown" means an unexpected event during normal operation that causes direct physical damage to a Covered Component by artificially generated current, including arcing, that damages electrical devices, appliances, or wires, and necessitating repair before being returned to service.

#### ELECTRICAL SYSTEM ANALYSIS REPORT/ Web Based Application TEGGPro View:

Your authorized representative will be immediately informed, while we are on site, of any serious condition or safety hazard that we identify.

At the completion of our predictive and proactive service visits, we will compile the results of all inspections, measurements, surveys, and predictive and proactive service activities. We will then analyze these results to ascertain the condition of the Covered Components. The analysis will be documented in a TEGG Service Electrical Systems Analysis (ESA) report, which will be shared only with your authorized representative(s).

The Electrical Systems Analysis report will be reviewed with you, and include any recommended repairs, solutions, opportunities for improved electrical system efficiency, reduced electrical utility costs, improved safety conditions and/or minimize the risk of downtime. If any Covered Component under this Agreement is found to be in a worn or doubtful condition, we will provide you with the options and associated costs to either: (1) repair or replace the doubtful component; or (2) automatically remove the doubtful component from the Guarantee repair or replacement provision of this Agreement.

The service activities will be directed and scheduled, on a regular basis, with the Contractor's comprehensive computerized Electrical Asset Management system, based upon manufacturer's recommendations, equipment location, application, type, age, and run-time. The Owner shall be kept informed of the program's progress and results on a continuing basis by the Contractor via our proprietary, Web-Based software application, TEGGPro View; which is a module of the Contractor's computerized Electrical Asset Management system that makes reports available electronically. You will be given a unique username and password to access your Electrical Assets and Testing/Maintenance history.

#### AGE AND OBSOLESCENCE OF EQUIPMENT:

At our initial and annual re-inspection service visits we will identify any Covered Components that have reached or exceeded their useful life expectancy or are in a worn and doubtful condition necessitating a recommended repair, refurbishment, upgrade or replacement. Upon such discovery, we will provide you with a separate proposal for repairs with associated cost. Should you choose to not make the required repair or replacement, the component shall continue to receive regular service, but is automatically removed from the repair or replacement Guarantee provisions of this Agreement.

If the Customer elects to have any repairs or replacements of Covered Components performed by someone other than the Authorized TEGG Service Provider, the Covered Components must be re-certified by the Authorized TEGG Service Provider at the customer's expense, prior to extending the Guarantee provisions.

#### TERMS AND CONDITIONS:

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the price guaranteed in this Agreement, you agree to permit us free and timely access to areas, electrical system(s), circuit(s) and/or equipment, and allow us to energize and de-energize the electrical system and/or circuits and to start and stop the equipment as necessary. No equipment will be turned off without your prior approval. All planned work under this Agreement will be performed during our normal working hours unless otherwise stipulated elsewhere in this Agreement.

Acceptance of Equipment: The annual Agreement Price is conditioned upon the Covered Components being in a satisfactory condition with no worn or doubtful components. If the initial and annual predictive and proactive inspection visit and the resulting Electrical Systems Analysis indicates that a repair or replacement of worn or doubtful components is required, a firm quotation for this repair or replacement will be provided to you for approval. Should you not authorize the repair or replacement, those worn and doubtful component(s) are automatically removed from the Guarantee repair or replacement provisions of this Agreement. We will continue to provide all maintenance services on these components per the Service Option exclusive of the repair and replacement Guarantee.

#### Electrical Distribution System:

For the purpose of this Agreement, the electrical distribution system (EDS) is defined as all wiring, cables. NO Bus Structure included, conductors and components within the Customer's premises used for the distribution of electricity from the point of attachment to the utility to the connection at the line side of any final installed load and includes all of the Customer's switchgear, breakers, disconnects, auto transfer devices, batteries, power conditioners, capacitors, power distribution centers, motor control centers, and motor controllers that are used to distribute power within the Customer's facility, but does not include any rotating electrical equipment. If rotating electrical equipment is included in the Agreement, the scope of this Agreement then applies only to the electrical components of such rotating equipment and does not include any prime mover or driven equipment, such as an engine, turbine, compressor, pump or machine.

#### Exclusions:

This Agreement does not include responsibility for the design of the system; obsolescence of equipment or parts; non-maintainable parts (such as conduit, fuses, etc.), repair or replacement necessitated by action of the elements or forces of nature (such as lightning and electrical storms), vandalism, fire, misuse or abuse of the system(s); work performed on the system(s) by anyone other than our representatives; negligence of others (including you); your failure to properly operate the system (such as overloading of circuits); requirements of governmental, regulatory or insurance agencies; electrical utility power deficiencies (such as surges, phase loss or power loss); the operation of a safety device, the depletion of a battery charge or the inability of batteries to hold a charge; or other causes beyond our control. The Guarantee repair or replacement provisions shall not apply to feeder cables, wires outside the Covered Component, conduit, fuses or any components rated at greater than 600 volts. It excludes all voltages above 600, and Bus Structure no matter the voltage.

Payment Terms: The Customer shall be invoiced upon signing this Agreement and prior to service delivery. You agree to promptly pay invoices within 10 days of receipt. Should a payment become 30 days or more delinquent, we may stop all work under this Agreement without notice and/or terminate this Agreement. If this happens, the entire Agreement Price (less prior payments) will become due and payable immediately upon demand.

In the event we must commence third party collection or arbitration in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees when incurred by us.

Taxes: You agree to be responsible for all applicable taxes on the services and/or materials provided.

Extra Work: If you require any alteration to or deviation from this Agreement involving extra work, you agree that the cost of material and/or labor will be an extra charge over this Agreement price.

Structures & Buildings: Unless otherwise stated elsewhere in this Agreement, we will not be required to move, replace or alter any part of the building or structures in the performance of this Agreement.

Work Performed by Others: Unless otherwise stated elsewhere in this Agreement, we will not be responsible for work that is performed by anyone other than our representatives. Therefore, you agree to permit only our personnel or agent(s) to perform the work included in the scope of this Agreement. Should anyone other than our representatives perform such work, we may, at our option, terminate this Agreement or eliminate the involved component(s) from the Guarantee repair or replacement provision of this Agreement.

Urgent Call Out: If an Urgent Service call is made at your request and inspection indicates a condition, which is not covered under this Agreement, we may charge you for our services at the rate then in effect.

#### **Temporary Power:**

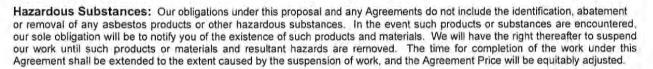
This Agreement Price does not include any provision for temporary power. If temporary power or emergency generators are requested, these services will be provided and charged to you at the rate then in effect.

Responsibility for Tools & Equipment: If you request a multi-day power quality monitoring service, we may have to leave materials, tools, instruments, and/or equipment at your premises, and you agree to be responsible for any loss or damage to our materials, tools, instruments, and/or equipment while stored on your premises. You also agree to bear the risk of any loss or damage to the work that has been completed by us.

Hold Harmless: In the unlikely event that there is a claim, damage, loss or expense that is caused in whole or in part by any active or passive act or omission by you, anyone directly or indirectly employed by you or for anyone for whose act you may be liable, then, to the fullest extent permitted by law, you will defend, indemnify and hold harmless our representatives and us from and against these claims, damages, losses and expenses including but not limited to attorneys' fees arising out of or resulting from the performance of our work under this Agreement.

Hazardous Communications: In order to comply with OSHA Hazard Communication Standard Regulations, you agree to make available to our personnel all pertinent Material Safety Data Sheets (MSDS) if required.

## Turner Electrical Services LLC TEGG Service Division Preventative Maintenance



Delays Outside Our Control: In the unlikely event that there is a delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes (including those by our representatives), lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond our control, you agree that we will not be liable for this delay, loss, damage or detention.

Loss of Profits: Under no circumstances, whether arising in contract, tort (including negligence), equity or otherwise, will we be responsible for loss of use, loss of profit, increased operating or maintenance expenses, claims of your tenants or clients, or any special, indirect or consequential damages.

Limits of Liability: We guarantee that our performance of services under this Agreement will be in accordance with generally accepted trade practices for similar services. In no event will our liability exceed the total amount of compensation we receive for the services rendered, except for the cost of repair or replacement of equipment covered under the Guarantee Repair or Replacement provision of this Agreement. Said Repair or Replacement Guarantee shall be limited to a maximum \$100,000 Limit of Loss.

**Dispute Resolution:** Should a dispute arise between you and us that remains unresolved, then either party may seek exclusive relief through the procedures of the American Arbitration Association (AAA), Commercial Arbitration and Mediation Center for the Americas (CAMCA), or any equivalent recognized independent arbitrating organization. A single arbitrator shall decide all disputes. The arbitrator shall render a decision no later than nine months after the demand for arbitration is filed, and the arbitrator shall state in writing the factual and legal basis for the award. Judgment may be entered upon the award in the highest state or federal court having jurisdiction over the matter. The prevailing party shall recover all costs, including attorney's fees, incurred as a result of the dispute. A prevailing party is a party that recovers at least 75% of its total claims or that is required to pay no more than 25% of the claims made against it.

We both agree that any action through arbitration against either of us relating to any breach of this Agreement must be commenced within one (1) year from the date of the work.

Warranty: We warrant that our workmanship on all installations and repairs shall be performed in a good and workmanlike manner and that parts repaired or replaced by us will be free from defects in workmanship and material for one year. WE DISCLAIM ALL OTHER WARRANTIES ON THE EQUIPMENT FURNISHED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Purchase Orders: You acknowledge and agree that any purchase order issued by you, in accordance with this Agreement, is intended only to establish payment authority for your internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included in your purchase order will have any force or effect.

Changes: This Agreement shall not be subject to change or modification other than by a writing to which both parties are signatories.

Early Termination: In the event you terminate this Agreement for any reason other than our breach before its intended expiration date, you agree to pay the entire stated price for the year of cancellation or reimburse all costs for the work performed to date, whichever is greater.

Severability: Any provision of this Agreement that in any way contravenes the law of any state or country in which this Agreement is effective, will, to the extent the law is contravened, be considered separable and inapplicable and will not affect any other provision or provisions of this Agreement.

## Turner Electrical Services LLC TEGG Service Division Preventative Maintenance



#### Your and Our Acceptance:

This Agreement will become effective only after acceptance as evidenced by the respective signatures of the parties' authorized representatives. This Agreement includes all of your and our obligations. No person has authority to make any claim, representation, promise or condition on our behalf that is not documented within this Agreement or an approved Addendum.

Authorized:		Authorized:
City of Sturgis		Turner Electrical Services
Date		Date
Signature		_ Signature
City of Sturgis		Turner Electrical Services
		Ken Siwa
		General Manager
O ORDER SERVICES UN	IDER THIS AGREEMENT WIT	TH A PURCHASE ORDER, PLEASE PROVIDE THE FOLLOWING:
O Number	Date of Issue	Customer Signature
IOTE: When issuing a purchas	se order for this Agreement, the se	rvices, responsibilities, terms and conditions for both parties remain as detailed in this Agreement.

# City of Sturgis City Commission Regular Meeting

# **Agenda Item 10E**

#### **City of Sturgis** St. Joseph County, Michigan

#### Resolution for Street Right of Way Dedication for North Franks Avenue

RESOLVED that the City of Sturgis hereby accepts the conveyance and dedication of the following properties and does hereby dedicate them for public right-of-way purposes and all accompanying uses for public utilities, sewer and water:

Right-of-Way Description - Parcel "A"

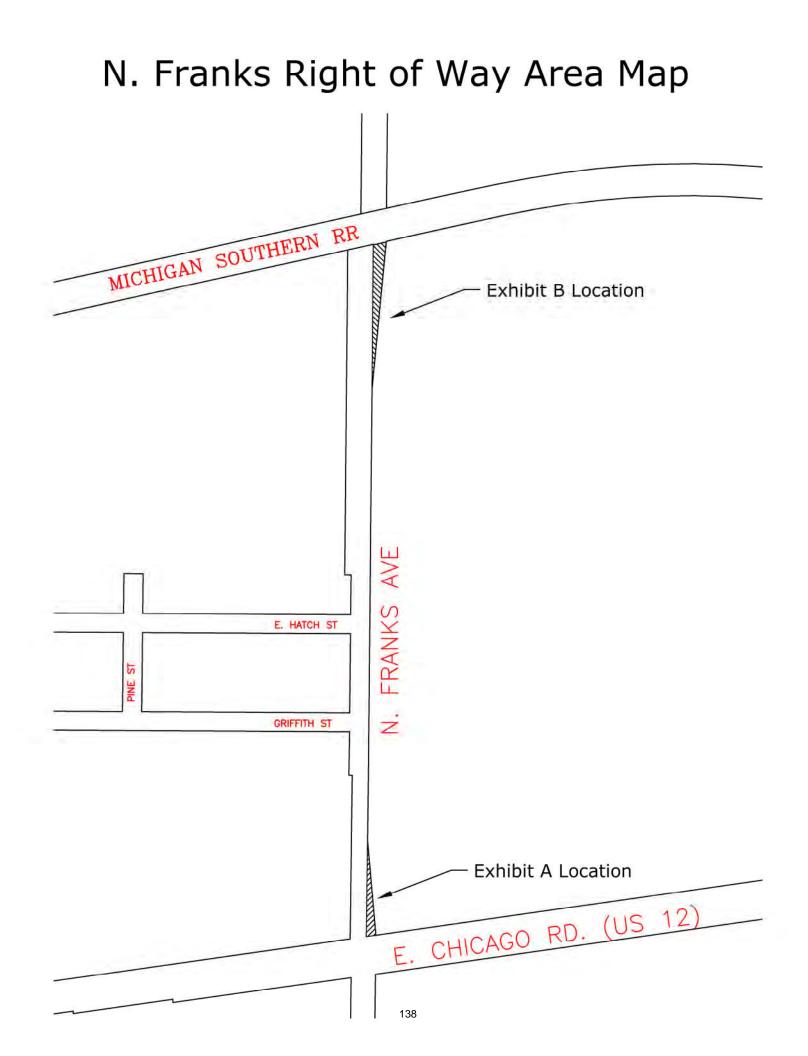
A parcel of land located in the Northwest Quarter of the Southeast Quarter of Section 6, Town 8 South, Range 9 West, City of Sturgis, St. Joseph County, Michigan, more particularly described as follows:

Commencing at the South 1/4 Corner of said Section 6, Thence North 00 degrees 43 minutes 08 seconds West for a distance of 2144.78 feet along the North-South 1/4 line to the northerly right-of-way of US-12, being the Point of Beginning; Thence North 00 degrees 43 minutes 08 seconds West for a distance of 300.00 feet continuing along said North-South 1/4 line; Thence South 06 degrees, 31 minutes, 06 seconds East for a distance of 296.88 feet to said northerly right-of-way of US-12 and being 30.00 feet easterly of said North-South 1/4 line; Thence South 80 degrees, 29 minutes, 53 seconds West for a distance of 30.36 feet along said northerly right-of-way to the Point of Beginning.

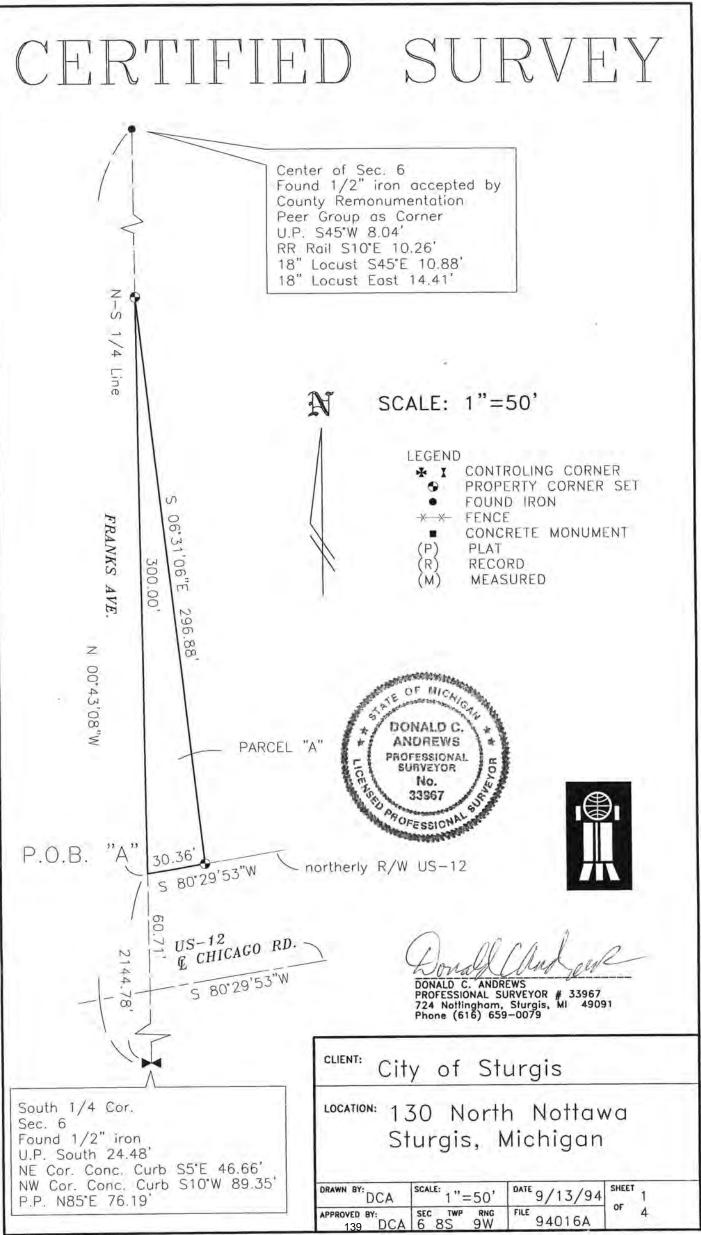
#### Right-of-Way Description - Parcel "B"

A parcel of land located in the Northeast Quarter of Section 6, Town 8 South, Range 9 West, City of Sturgis, St. Joseph County, Michigan, more particularly described as follows:

Commencing at the North 1/4 Corner of said Section 6, Thence South 00 degrees, 54 minutes, 37 seconds East for a distance of 998.12 feet along the North-South 1/4 line to the southerly margin of the Michigan Southern Rail Road Right-of-Way being the Point of Beginning; Thence North 76 degrees, 04 minutes, 41 seconds East for a distance of 41.05 feet along said southerly margin to a point 40 feet easterly of said North-South 1/4 line; Thence South 04 degrees, 04 minutes, 04 seconds West for a distance of 460.98 feet; Thence North 00 degrees, 54 minutes, 37 seconds West for a distance of 450.00 feet along said North-South 1/4 line to the Point of Beginning.



## EXHIBIT A



## EXHIBIT A

CERTIFIED SURVEY

PARCEL "A"

#### LEGAL DESCRIPTION

A Parcel of Land located in the Northwest Quarter of the Southeast Quarter of Section 6, Town 8 South, Range 9 West, City of Sturgis, County of St. Joseph, Michigan, more particularly described as follows:

Commencing at the South 1/4 Corner of said Section 6,

THENCE North 00 degrees 43 minutes 08 seconds West for a distance of 2144.78 feet along the North-South 1/4 line to the northerly right-of-way of US-12, being the POINT OF BEGINNING; THENCE North 00 degrees 43 minutes 08 seconds West for a

distance of 300.00 feet continuing along said North-South 1/4 line; THENCE South 06 degrees 31 minutes 06 seconds East for a distance of 296.88 feet to said northerly right-of-way of US-12 and being 30.00 feet easterly of said North-South 1/4 line; THENCE South 80 degrees 29 minutes 53 seconds West for a distance of 30.36 feet along acid portherly right-of-way to the

distance of 30.36 feet along said northerly right-of-way to the POINT OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 0.10 acres more or less.

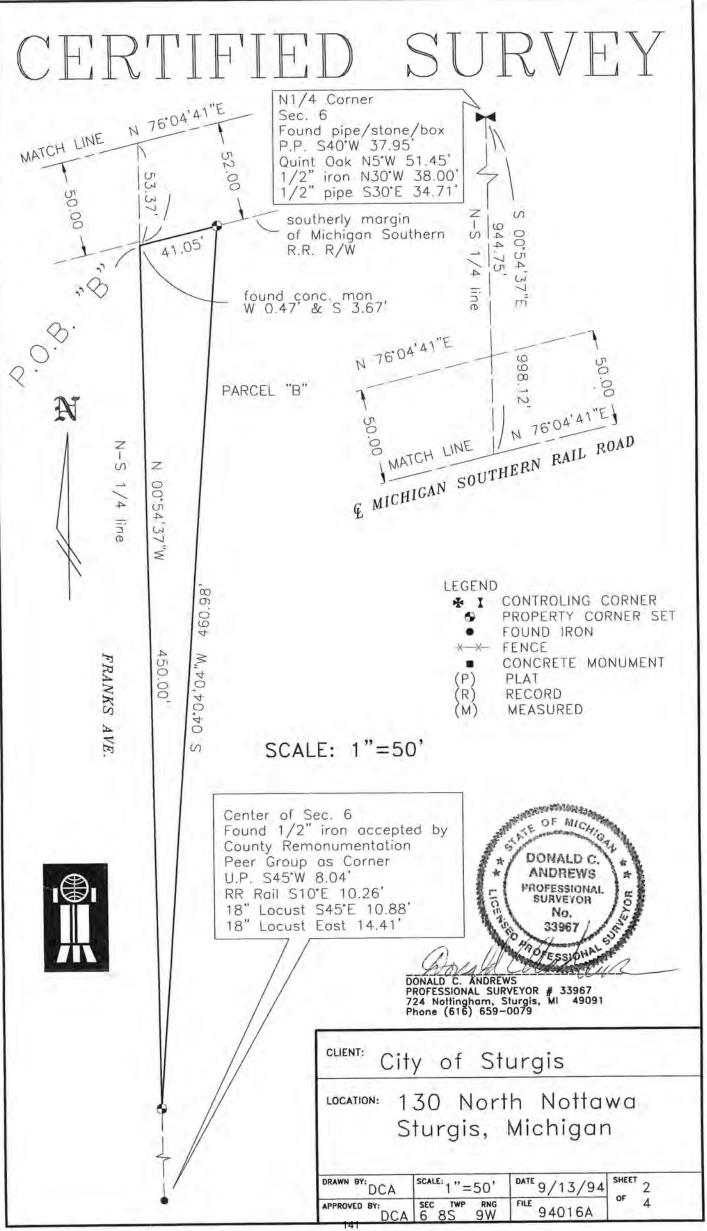
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CLIENT: City of Sturgis

Donald Changed			rth Nottav Michigan	
PROFESSIONAL SURVEYOR # 33967 724 Nottingham, Sturgis, MI 49091 Phone (616) 659-0079	DRAWN BY: DCA	SCALE:	DATE 9/13/94	SHE

DCA	SCALE:	DATE 9/13/94	0
DCA	SEC TWP RNG 6 85 9W	FILE 94016A	<sup>of</sup> 4
140			

# EXHIBIT B



## EXHIBIT B

# CERTIFIED SURVEY

PARCEL "B"

#### LEGAL DESCRIPTION

A Parcel of Land located in the Northeast Quarter of Section 6, Town 8 South, Range 9 West, City of Sturgis, County of St. Joseph, Michigan, more particularly described as follows:

Commencing at the North 1/4 Corner of said Section 6,

THENCE South 00 degrees 54 minutes 37 seconds East for a distance of 998.12 feet along the North-South 1/4 line to the southerly margin of the Michigan Southern Rail Road Right-of-Way being the POINT OF BEGINNING;

THENCE North 76 degrees 04 minutes 41 seconds East for a distance of 41.05 feet along said southerly margin to a point 40.00 feet easterly of said North-South 1/4 line;

THENCE South 04 degrees 04 minutes 04 seconds West for a distance of 460.98 feet ;

THENCE North 00 degrees 54 minutes 37 seconds West for a distance of 450.00 feet along said North-South 1/4 line to the POINT OF BEGINNING;

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 0.21 acres more or less.



#### SURVEYOR'S CERTIFCATE

I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY; THAT THE PLAT HEREON DELINEATED IS A CORRECT REPRESENTATION OF THE SAME; THAT ALL SURFACE ENCROACHMENTS WERE NOTED; THAT SAID SURVEY WAS PERFORMED WITH AN ERROR OF CLOSURE OF 1 PART IN 129315; THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF SECTION 3, ACT 152, P.A. 1970.

DONALD C. ANDREWS PROFESSIONAL SURVEYOR # 33967 724 Notlingham, Sturgis, MI 49091 Phone (616) 659-0079

CLIENT:	0.1		~1	1.4
6.9.9.9.1	City	01	Stu	rgis

LOCATION:	130	Nor	th	Nottawa
	Stur	gis,	Mi	chigan

DRAWN BY: DCA	SCALE:			DATE 9/13/94	SHEET	4
APPROVED BY: 142 DCA	SEC 6	TWP 85	RNG 9W	FILE 94016A	OF 4	4

#### **City of Sturgis** St. Joseph County, Michigan

#### Resolution for Street Acceptance for North Franks Avenue

At a regular meeting of the City Commission of the City of Sturgis, Michigan held at the City Hall on April 12, 2023; the following resolution was offered by Commissioner \_\_\_\_\_\_.

Whereas, the City of Sturgis did on May 24, 1972 (Liber 358, Page 196) and June 2, 1993 (Liber 675, Page 461) and December 12, 1994 (Liber 722, Pages 98 & 99) acquire title to property recorded in the records of the Register of Deeds for St. Joseph County, Michigan; and

Whereas, all or a portion of each property has been properly dedicated for public right of way purposes for a street known as North Franks Avenue; and

Whereas, the City of Sturgis accepted 361 feet of Spruce Street in 1986 from East Hatch Street to Thurston Woods Village's private road, and changed North Spruce Street to Franks Avenue in 1993, and accepted 1036 feet of North Franks Avenue in 1997 from the North line of Lakeview Manor to the Michigan Southern Railroad right of way and accepted 600 feet of North Franks Avenue in 2017 from Lafayette Road south 600 feet; and

Whereas, Barry Cox, Sturgis City Engineer, and Kelly Bolt, MDOT's Act 51 Certification Specialist, have agreed and verified these Act 51 lengths have been certified for funding, but are not accurate between East Hatch and Lafayette Road; and

Whereas Barry Cox and Kelly Bolt have agreed the addition of 188 feet of Act 51 length for North Franks Avenue from East Hatch Street to Lafayette Road will result in a correct certified Act 51 length of 2185 feet; and

Whereas it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended.

#### NOW THEREFORE BE IT RESOLVED:

- 1. That the centerline description of said street is attached.
- 2. That said street is located within a City right-of-way and is under the control of the City of Sturgis.
- 3. That said street is a public street and is for public street purposes.

4. That an additional 188 feet of said street is accepted into the City Local Street System and was open to the public on April 12, 2023.

Resolution duly adopted.

Kenneth D. Rhodes, City Clerk

I, Kenneth D. Rhodes, the duly appointed qualified and acting Clerk of the City of Sturgis, Michigan do hereby certify that the above extract from the minutes of the regular Sturgis City Commission meeting held on April 12, 2023 is a true and correct copy.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of the City this April \_\_\_\_\_, 2023.

Kenneth D. Rhodes, City Clerk

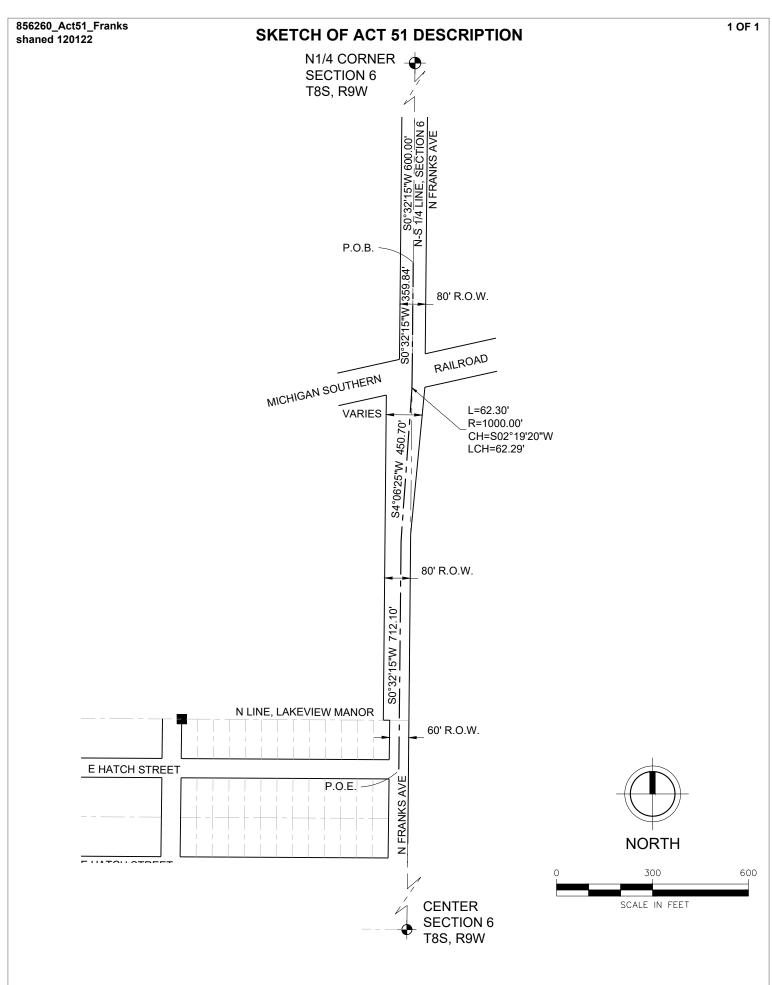
#### **City of Sturgis**

St. Joseph County Michigan

Right-of-Way Centerline Description for

#### **North Franks Avenue**

Part of Section 6, Town 8 South, Range 9 West, City of Sturgis, St. Joseph County, Michigan more particularly described as: Commencing at the North 1/4 Corner of Said Section 6, thence S00°32'15"W 600.00 feet along the N-S 1/4 Line of Said Section to the Point of Beginning; thence continuing S00°32'15"W 359.84 feet; thence Southwesterly 62.30 feet along a 1000 foot radius curve to the right, the long chard of which bears S02°19'20"W 62.29 feet; thence S04°06'25"W 450.70 feet; thence S00°32'15"W 712.10 feet more or less to the intersection with the Centerline of East Hatch Street and the Point of Ending.



#### PROPOSED CENTERLINE DESCRIPTION:

PART OF SECTION 6, TOWN 8 SOUTH, RANGE 9 WEST, CITY OF STURGIS, ST JOSEPH COUNTY, MICHIGAN MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 6, THENCE S00°32'15"W 600.00 FEET ALONG THE N-S 1/4 LINE OF SAID SECTION TO THE POINT OF BEGINNING; THENCE CONTINUING S00°32'15"W 359.84 FEET; THENCE SOUTHWESTERLY 62.30 FEET ALONG A 1000.00 FOOT RADIUS CURVE TO THE RIGHT THE LONG CHORD OF WHICH BEARS S02°19'20"W 62.29 FEET; THENCE S04°06'25"W 450.70 FEET; THENCE S00°32'15"W 712.10 FEET MORE OR LESS TO THE INTERSECTION WITH THE CENTERLINE OF E HATCH STREET AND THE POINT OF ENDING

> DATE: 11/15/2022 F&V PROJECT NO. 856260



4798 Campus Drive Kalamazoo, MI 49008 P: 269.385.0011 F: 269.382.6972 ACT 51 SECTION 6, T8S, R9W ST JOSEPH CO, MICHIGAN

> CITY OF STURGIS N FRANKS AVE

## City of Sturgis City Commission Regular Meeting

Agenda Item 10F

New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart Opioids Implementation Administrator <u>opioidsparticipation@rubris.com</u>

Sturgis city, MI Reference Number: CL-386768

#### TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:

#### THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

#### Deadline: April 18, 2023

Five new proposed national opioid settlements ("*New National Opioid Settlements*") have been reached with **Teva, Allergan, CVS, Walgreens, and Walmart** ("Settling Defendants"). This *Participation Package* is a follow-up communication to the *Notice of National Opioid Settlements* recently received electronically by your subdivision or special district ("subdivision").

You are receiving this *Participation Package* because Michigan is participating in the following settlements:

- Teva
- Allergan
- CVS
- Walmart

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement. At this time, Michigan has not joined the Walgreens National Settlement. The Michigan Department of the Attorney General continues to work on a resolution pertaining to Walgreens.

This electronic envelope contains:

- *Participation Forms* for Teva, Allergan, CVS, and Walmart, including a release of any claims.
- The proposed Michigan State-Subdivision Agreement for the Teva, Allergan, CVS, and Walmart Settlements.

# The *Participation Form* for each settlement must be executed, without alteration, and submitted on or before April 18, 2023, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

The proposed Michigan State-Subdivision Agreement for the Teva, Allergan, CVS, and Walmart Settlements is included for reference. This agreement is in the process of being ratified. The agreement defines the distribution between the State

and Local Subdivisions and determines the allocation percentage of each Local Subdivision.

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does <u>not</u> participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does <u>not</u> participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to interstate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioid Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for these new settlements the same as they did for the prior opioid settlements with McKesson, Cardinal, Amerisource, and J&J/Janssen, but states may choose to treat these settlements differently.

Information and documents regarding the *New National Opioid Settlements* and how they are being implemented in your state and how funds will be allocated within your state allocation can be found on the national settlement website at <u>https://nationalopioidsettlement.com/</u>. This website will be supplemented as additional documents are created.

#### How to return signed forms:

There are three methods for returning the executed *Participation Forms* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed *Participation Forms* via DocuSign will associate your signed forms with your subdivision's records.

(3) Manual Signature returned via electronic mail: If your subdivision is unable to return executed Participation Forms using DocuSign, signed Participation Forms may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms - [Subdivision Name, Subdivision State] -[Reference ID].

Detailed instructions on how to sign and return the *Participation Forms*, including changing the authorized signer, can be found at <u>https://nationalopioidsettlement.com</u>. You may also contact <u>opioidsparticipation@rubris.com</u>.

#### The sign-on period for subdivisions ends on April 18, 2023.

If you have any questions about executing these forms, please contact your counsel, the Implementation Administrator at <u>opioidsparticipation@rubris.com</u>, or Assistant Attorney General Matt Walker at the Michigan Department of Attorney General at 517-335-7632 or <u>AG-OpioidLitigation@michigan.gov</u>.

Thank you,

National Opioids Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.

#### <u>EXHIBIT K</u> <u>Subdivision and Special District Settlement Participation Form</u>

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

#### []Yes []No

Governmental Entity: Sturgis city State: MI	
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("Allergan Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
- 2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
- 3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.
- 4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
- 5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



- 7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
- 8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
- 9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
- 10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
- 11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature:	
Name:	
Title:	
Date:	



#### <u>Exhibit K</u> <u>Subdivision and Special District Settlement Participation Form</u>

Governmental Entity: Sturgis city	State: MI
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("Teva Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
- 2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
- 3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <a href="https://nationalopioidsettlement.com">https://nationalopioidsettlement.com</a>.
- 4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
- 5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
- 7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



- 8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
- 9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entitles and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
- 10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
- 11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature:	
Name:	
Title:	
Date:	
Date.	



#### <u>EXHIBIT K</u>

#### **Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

#### []Yes []No

Governmental Entity: Sturgis city	State: MI
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("CVS Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
- 2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <a href="https://nationalopioidsettlement.com">https://nationalopioidsettlement.com</a>.
- 3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
- 4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



- 6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
- 7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
- 8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
- 9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
- 10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature:	
Name:	
Title:	
Date:	



#### <u>EXHIBIT K</u>

#### Subdivision Participation Form

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

#### []Yes []No

Governmental Entity: Sturgis city	State: MI
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
- 2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <a href="https://nationalopioidsettlement.com/">https://nationalopioidsettlement.com/</a>.
- 3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
- 4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



- 6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
- 7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
- 8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
- 9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature:	
Name:	
Title:	
Date:	



## MICHIGAN STATE-SUBDIVISION AGREEMENT FOR ALLOCATION OF ALLERGAN, TEVA, CVS, AND WALMART SETTLEMENT AGREEMENTS

The People of the State of Michigan and its communities have been harmed by misfeasance, nonfeasance, and malfeasance committed by certain entities within the pharmaceutical industry. The conduct of such Pharmaceutical Entities has caused, or contributed to the existence of, a public nuisance associated with the opioid public health epidemic.

The State, through its Attorney General, and Litigating Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold the Pharmaceutical Entities accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance by seeking compensation for past damages and imposing the equitable remedy of nuisance abatement. The State and Litigating Local Governments litigated their claims in their proprietary, sovereign, and quasi-sovereign capacities.

To allocate monetary payments received from these Pharmaceutical Entities, the State and Litigating Local Governments agree to the following State-Subdivision Agreement:

#### I. Definitions

As used in this Memorandum of Understanding ("MOU"):

- A. "Administrative Fund" is 0.3% of the Local Government Share.
- B. "Actual Attorney Fees" are the aggregate contingent fees paid to a Local Litigating Attorney for work performed for a Litigating Local Government for the Settlements and associated litigation, based on a Litigating Local Government's Actual Total Recovery. This does not include any fee payments for common benefit work as defined by the Settlements.
- C. "Actual Total Recovery" is the aggregated monetary recovery that an individual Litigating Local Government receives, based on that Litigating Local Government's Final Allocation Percentage and aggregate Local Government Share.
- D. "De minimis-share Local Government" is a Participating Local Government whose Final Allocation Percentage is less than .0083%.

- E. "Final Allocation Percentage" is a Participating Local Government's Allocation Percentage as modified by the Litigation Adjustment. Attached as Exhibit A is the Final Allocation Percentage for each Local Government.
- F. "Litigating Local Government Attorneys" are the law firms who were retained by the Litigating Local Governments.
- G. "Litigating Local Government Attorney Fee Fund" ("LLGAFF") is an annually adjusted percentage of the Local Government Share set aside for Projected Attorney Fee installment payments.
- H. "Litigating Local Governments" are the entities indicated as litigating in Exhibit C of this agreement.
- I. "Litigation Adjustment" is an adjustment applied to the Preliminary Allocation Percentage.
- J. "Local Government Share" is the portion of the Settlement Payments payable to Participating Local Governments pursuant to this State-Subdivision Agreement.
- K. "Local Governments" are the entities located within the geographic boundaries of the State of Michigan and identified in the Exhibits that identify the eligible Local Governments of each of the Settlements.
- L. "National Contingency Fee Fund" are the individual Contingency Fee Funds established in the Settlements to compensate Litigating Local Government Attorneys.
- M. "National Fund Administrator" is the Settlement Fund Administrator as defined by the Settlements.
- N. "Neutral Special Master" is an independent mediator selected by the State.
- O. "Opioid Remediation" is the term as defined by the Settlements.
- P. "Participating Local Governments" are the Local Governments who have signed a Participation Agreement for the Settlements.
- Q. "Parties" are the State and the Litigating Local Governments. The singular word "Party" shall mean either the State or Litigating Local Governments.
- R. "Pharmaceutical Entities" are the "Released Entities" as defined by the Settlements.

- S. "Preliminary Allocation Percentage" is the percentage listed for a Participating Local Government in Exhibit B of this agreement.
- T. "Projected Attorney Fees" are the anticipated contingent fees paid to a Litigating Local Government Attorney for work performed for a Litigating Local Government for the Settlements and associated litigation, based on a Litigating Local Government's Projected Total Recovery. This does not include any fee payments for common benefit work as defined by the Settlements.
- U. "Projected Total Recovery" is the aggregated monetary recovery that an individual Litigating Local Government is projected to receive based on that Litigating Local Government's Final Allocation Percentage and aggregate Local Government Share.
- V. "Settlements" are the Allergan, Teva, CVS, and Walmart national settlement agreements related to opioids and entered by the State in December 2022.
- W. "Settlement Payments" are scheduled monetary payments received through the Settlements.
- X. "Special Circumstance Fund" is 5% of the Local Government Share.
- Y. "State" is the State of Michigan acting through its Attorney General or her designees.
- Z. "State Share" is the portion of the Settlement Payments payable to the State pursuant to this State-Subdivision Agreement.

#### II. Terms

- 1. <u>Participation in Settlements</u>: The Parties agree that to participate in the Settlements, Local Governments must execute a Participation Agreement.
- 2. <u>Opioid Remediation</u>: All Settlement Payments shall be utilized by Participating Local Governments and the State for Opioid Remediation, except as otherwise allowed by the Settlements. A minimum of 70% of Settlement Payments must be used solely for future Opioid Remediation.

#### 3. <u>Distribution</u>:

Settlement Payments are allocated as follows:

- 50% of Settlement Payments to the Local Government Share
- 50% of Settlement Payments to the State Share
- 4. <u>Local Government Share Offset</u>: Prior to Participating Local Governments receiving their Final Allocation Percentage of the Local Government Share, amounts will be deducted for the following funds:
  - Administrative Fund
  - Litigating Local Government Attorney Fee Fund
  - Special Circumstance Fund
- 5. <u>Litigation Adjustment</u>: The Parties recognize that the Litigating Local Governments expended time, resources, and assumed risk in the pursuit of litigation against the Pharmaceutical Entities. In recognition of this commitment and contribution, the Litigating Local Governments are entitled to a Litigation Adjustment of 12%.
- 6. <u>Accelerated Participation Payments</u>: Prior to the distribution of the State Share, the National Fund Administrator shall allocate the Projected Total Recovery for all De minimis-share Local Governments from the State Share to those De minimis-share Local Governments. This allocation shall be made in the first Settlement Payment. In subsequent Settlement Payments, the National Fund Administrator shall direct distributions of all De minimis-share Local Governments to the State Share.
- 7. <u>Non-Participant Reallocation</u>: If a non-county Local Government does not participate in the Settlement, then that non-county Local Government's share shall revert to the county(ies) in which it is located. If a county Local Government does not participate in the Settlements, that county's share shall be reallocated to the Participating Local Governments.
- 8. <u>Litigation Costs</u>: To the extent that Litigating Local Government Attorneys receive cost reimbursement from the National Contingency Fee Fund, then such reimbursed costs shall be deducted from any remaining entitlement to costs as provided under individual retention agreements.

#### 9. <u>Attorney Fees</u>:

- a. Attorney fee payments shall be paid from the LLGAFF, but only in years where Settlement Payments to the Local Government Share are greater than \$0.00.
- b. Projected Attorney Fees shall be calculated as 15% of an individual Litigating Local Government's Projected Total Recovery, as previously agreed upon in the Michigan State-Subdivision for the Distributor and Janssen Settlements. Projected Attorney Fees shall be paid in equal installments over the shorter of: (i) the first seven Settlement Payments; or (ii) the total number of Settlement Payments.
- Litigating Local Government Attorneys must apply to the c. National Contingency Fee Fund and seek the maximum allowable contribution to their fee. To the extent that a Litigating Local Government Attorney applies to the National Attorney Contingency Fee Fund and the National Attorney Contingency Fee Fund does not pay the Projected Attorney Fee annual installment payment, the LLGAFF shall pay the deficiency for that year. If a Litigating Local Government Attorney does not apply to the National Attorney Contingency Fee Fund, the LLGAFF shall not pay any deficiency. A Projected Attorney Fee payment from the LLGAFF may not exceed any restrictions in the Teva, Walmart, CVS, or Allergan Settlement Agreements, respectively, that restrict the amount of settlement funds that may be allocable to non-Opioid Remediation purposes from each of those settlements.
- d. Actual Attorney Fees shall be no greater than 15% of a Litigating Local Government's Actual Total Recovery.
- e. If a Litigating Local Government's Actual Total Recovery is less than the Projected Total Recovery, the Litigating Local Government Attorney shall return the amount received that is greater than 15% of the Litigating Local Government's Actual Total Recovery.
- f. The Parties shall endeavor to reconcile any timing discrepancies between fee payments from the National Contingency Fee Fund and the LLGAFF to assure payment of a 15% Attorney Fee.
- 10. <u>Special Circumstance Fund</u>: An application to receive additional funding for any local impact of the opioid epidemic that is not captured by a Local Government's Allocation Percentage may be submitted to

the Neutral Special Master for consideration. The Neutral Special Master will decide the additional funding to be paid, if any, to all applicants on an application-by-application basis. Any additional funding allocated under this paragraph shall only be paid from the Special Circumstance Fund. The deadline for initial applications shall be determined by the Michigan Department of Attorney General and reviewed for allocation determination by the Neutral Special Master. The allocation decisions of the Neutral Special Master shall be final and not appealable. Notwithstanding the foregoing, Local Governments may submit applications to revise the Special Circumstance Fund allocation determinations on March 29, 2030 to reflect changes in circumstances, and the Neutral Special Master may prospectively adjust the allocation of the Special Circumstance Fund at that time. Local Governments are limited to one application prior to the initial deadline and one subsequent application on March 29, 2030. Application to the Special Circumstance Fund may not be made with the express purpose of offsetting the Litigation Adjustment. The Neutral Special Master shall be paid solely from the Administrative Fund.

- 11. <u>Allocation of Remaining Local Government Share</u>: The remainder of the Local Government Share after offsets shall be distributed to Participating Local Governments in accordance with each Participating Local Government's Final Allocation Percentage.
- 12. <u>Escrow Agent</u>: An Escrow Agent shall be agreed upon by the State and a majority of the Litigating Local Governments to administer the distribution of the Local Government Share and all funds contained within it pursuant to this State-Subdivision Agreement. The Escrow Agent shall be entitled to a reasonable fee for their services, which shall be paid solely from the Administrative Fund. Alternatively, the Parties may explore whether the Escrow Agent's role can be fulfilled by the Settlement Fund Administrator as that term is defined in the Settlements.

#### 13. <u>Reversion to Local Government Share</u>:

a. Any amounts remaining in the Administrative Fund shall remain in such fund until all anticipated administrative costs associated with implementation of this agreement have been paid, after which any remaining funds may revert to the Local Government Share for distribution to Participating Local Governments in accordance with their Final Allocation Percentage. b. Any amounts remaining in the LLGAFF after paying the Projected Attorney Fee annual installment payment shall revert to the Local Government Share for distribution to Participating Local Governments in accordance with their Final Allocation Percentage. Any amount reverted to the Local Government Share shall be distributed no later than the next Settlement Payment.

#### III. Other Terms and Conditions

- 1. <u>Governing Law and Venue</u>: This agreement will be governed by the laws of the State of Michigan. Any and all litigation arising under the agreement, unless otherwise specified in this agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Michigan.
- 2. <u>Modification</u>: This agreement may only be modified by a written amendment between the appropriate Parties. No promises or agreements made after the execution of this agreement shall be binding unless expressly reduced to writing and signed by the Parties.
- 3. <u>Execution in Counterparts</u>: This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 4. <u>Assignment</u>: The rights granted in this agreement may not be assigned or transferred by any Party without the prior written approval of the other Party. No Party shall be permitted to delegate its responsibilities or obligations under this agreement without the prior written approval of the other Parties.
- 5. <u>Additional Documents</u>: The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this agreement.
- 6. <u>Captions</u>: The captions contained in this agreement are for convenience only and shall in no way define, limit, extend, or describe the scope of this agreement or any part of it.
- 7. <u>Entire Agreement</u>: This agreement, including any attachments, embodies the entire agreement of the Parties. There are no other provisions, terms, conditions, or obligations. This agreement

supersedes all previous oral or written communications, representations, or agreements on this subject.

- 8. <u>Construction</u>: The Parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The Parties hereto further hereby mutually acknowledge that they have had input into the drafting of this agreement and that, accordingly, in any construction to be made of this agreement, it shall not be construed for or against any Party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the agreement and the expressed intent of the Parties.
- 9. <u>Capacity to Execute Agreement</u>: The Parties represent and warrant that the individuals signing this agreement on their behalf are duly authorized and fully competent to do so.
- 10. <u>Effectiveness</u>: This agreement shall become effective on the date on which the last required signature is affixed to this agreement.

## **Exhibit A - Final Allocation Percentage**

Local Government	Final Allocation Percentage
Ada Township	0.0043760292%
Adrian City	0.0339626660%
Alcona County	0.0934630120%
Alger County	0.0879526161%
Algoma Township	0.0017535337%
Allegan County	0.4616561194%
Allen Park City	0.0642202609%
Allendale Charter Township	0.0046474905%
Alpena County	0.3552568075%
Alpine Charter Township	0.0015193823%
Ann Arbor City	0.2767977793%
Antrim County	0.2666726546%
Antwerp Township	0.0007847494%
Arenac County	0.1805504891%
Auburn Hills City	0.0703250556%
Bangor Charter Township	0.0065282392%
Baraga County	0.0830046065%
Barry County	0.2587191476%
Bath Charter Township	0.0321460332%
Battle Creek City	0.2045817057%
Bay City	0.0685863654%
Bay County	1.2330105691%
Bedford Township	0.0246542442%
Benton Charter Township	0.0542117185%
Benzie County	0.1559709002%
Berkley City	0.0214483383%
Berrien County	1.4353012866%
Beverly Hills Village	0.0274893432%
Big Rapids City	0.0146444451%
Birmingham City	0.0616071651%
Bloomfield Charter Township	0.1431441040%
Branch County	0.3823020966%
Brandon Charter Township	0.0178348199%
Brighton Township	0.0006049341%
Brownstown Charter Township	0.0618601336%

Local Government	Final Allocation Percentage
Burton City	0.0198287415%
Byron Township	0.0085803473%
Cadillac City	0.0592857184%
Caledonia Charter Township	0.0027577830%
Calhoun County	1.8505476605%
Cannon Township	0.0033093395%
Canton Charter Township	0.2635381672%
Cascade Charter Township	0.0121186350%
Cass County	0.4127455392%
Charlevoix County	0.2142858041%
Cheboygan County	0.3167238809%
Chesterfield Charter Township	0.1262511644%
Chippewa County	0.2680205692%
Clare County	0.2799817433%
Clawson City	0.0139497332%
Clinton Charter Township	0.6524317943%
Clinton County	0.5402669012%
Coldwater City	0.0077283577%
Commerce Charter Township	0.0198854362%
Comstock Charter Township	0.0084518668%
Cooper Charter Township	0.0009590766%
Crawford County	0.2886253251%
Davison Township	0.0088446355%
Dearborn City	0.2996583319%
Dearborn Heights City	0.1053620175%
Delhi Charter Township	0.0196753105%
Delta Charter Township	0.0405538922%
Delta County	0.2604485158%
Detroit City	7.1316532282%
Dewitt Charter Township	0.0367701778%
Dickinson County	0.2772929170%
East Bay Township	0.0014646767%
East Grand Rapids City	0.0207354059%
East Chandra Rapids City East Lansing City	0.1928773141%
Eastpointe City	0.1677249820%
Eastpointe City Eaton County	1.0040382409%
Egelston Township	0.0059203305%
Emmet County	0.1813256578%
Emmett Charter Township	0.0081390406%
Emmen Charles Township	0.000137040070

Local Government	Final Allocation Percentage
Escanaba City	0.0181020848%
Farmington City	0.0220247278%
Farmington Hills City	0.1651189520%
Fenton Charter Township	0.0018526954%
Fenton City	0.0479607189%
Ferndale City	0.0891131349%
Flat Rock City	0.0171781967%
Flint Charter Township	0.0255754903%
Flint City	2.9548125615%
Flushing Charter Township	0.0037431147%
Fort Gratiot Charter Township	0.0094416381%
Fraser City	0.0800906838%
Frenchtown Charter Township	0.0488838534%
Fruitport Charter Township	0.0129270962%
Gaines Township, Kent County	0.0089914131%
Garden City	0.0360229820%
Garfield Charter Township	0.0004066570%
Genesee Charter Township	0.0129462245%
Genesee County	2.0590679068%
Genoa Township	0.0000756167%
Georgetown Charter Township	0.0072026921%
Gladwin County	0.2150307736%
Gogebic County	0.0746722684%
Grand Blanc Charter Township	0.0209833611%
Grand Haven Charter Township	0.0112761850%
Grand Haven City	0.0347728914%
Grand Rapids Charter Township	0.0037568289%
Grand Rapids City	1.3440310108%
Grand Traverse County	0.9233801980%
Grandville City	0.0278015743%
Gratiot County	0.3525172203%
Green Oak Township	0.0321695305%
Grosse Ile Township	0.0214222891%
	0.0214222891%
Grosse Pointe Park City	0.0283111339%
Grosse Pointe Woods City	
Hamburg Township	0.0339303208%
Hamtramck City	0.1082345398%
Harper Woods City	0.0302106475%
Harrison Charter Township	0.1242049355%

Local Government	Final Allocation Percentage
Hartland Township	0.0002916646%
Hazel Park City	0.0439995757%
Highland Charter Township	0.0175909627%
Highland Park City	0.0233942274%
Hillsdale County	0.4179678350%
Holland Charter Township	0.0174327221%
Holland City	0.0989468652%
Holly Township	0.0024496552%
Houghton County	0.2492720157%
Huron Charter Township	0.0404726923%
Huron County	0.1750661517%
Independence Charter Township	0.0493200938%
Ingham County	2.3910807430%
Inkster City	0.0997567285%
Ionia City	0.0268462855%
Ionia County	0.5494312513%
Iosco County	0.3597973006%
Iron County	0.1234778975%
Iron Mountain City	0.0102890430%
Isabella County	0.6406629239%
Jackson City	0.1975961131%
Jackson County	0.6486601285%
Kalamazoo Charter Township	0.0310860965%
Kalamazoo City	0.2263063196%
Kalamazoo County	2.2227072398%
Kalkaska County	0.0983797692%
Kent County	3.1145250537%
Kentwood City	0.0850489860%
Keweenaw County	0.0040439910%
Lake County	0.0815750848%
Lansing City	0.5944941436%
Lapeer County	0.4730735299%
Leelanau County	0.1385869500%
Lenawee County	0.8823792954%
Lenox Township	0.0066875918%
Leoni Township	0.0054332410%
Lincoln Charter Township	0.0106649534%
Lincoln Park City	0.0949381273%
Livingston County	1.4976536818%

Local Government	Final Allocation Percentage
Livonia City	0.4479740966%
Luce County	0.0715137352%
Lyon Charter Township	0.0036024341%
Mackinac County	0.0543490033%
Macomb County	8.6511046551%
Macomb Township	0.0646503489%
Madison Heights City	0.0862367299%
Manistee County	0.3495468254%
Marion Township, Livingston County	0.0001188263%
Marquette City	0.0187316345%
Marquette County	0.6035274193%
Mason County	0.2785770312%
Mecosta County	0.1984658748%
Melvindale City	0.0310542941%
Menominee County	0.0944228353%
Meridian Charter Township	0.0423078149%
Midland City	0.1806420880%
Midland County	0.3217601862%
Milford Charter Township	0.0038407489%
Missaukee County	0.0599227243%
Monitor Charter Township	0.0026396387%
Monroe Charter Township	0.0071543602%
Monroe City	0.1256002278%
Monroe County	1.7154393930%
Montcalm County	0.6957834128%
Montmorency County	0.0985848161%
Mount Clemens City	0.0300567479%
Mount Morris Charter Township	0.0148781594%
Mount Pleasant City	0.0213788564%
Mundy Charter Township	0.0090106554%
Muskegon Charter Township	0.0215634933%
Muskegon City	0.1044619233%
Muskegon County	1.9100374032%
Muskegon Heights City	0.0299042116%
New Baltimore City	0.0287085237%
Newaygo County	0.5231812721%
Niles City	0.0348555605%
Niles Township	0.0128680285%
Northville Charter Township	0.0937410512%

Local Government	Final Allocation Percentage
Norton Shores City	0.0419374121%
Novi City	0.0875890282%
Oak Park City	0.0620117462%
Oakland Charter Township	0.0163938462%
Oakland County	5.8535727114%
Oceana County	0.2437642147%
Oceola Township	0.0002160479%
Ogemaw County	0.6231253016%
Ontonagon County	0.0564870884%
Orion Charter Township	0.0289580279%
Osceola County	0.2155121864%
Oscoda County	0.0586611524%
Oshtemo Charter Township	0.0074328492%
Otsego County	0.3179205988%
Ottawa County	0.8861345094%
Owosso City	0.0358761118%
Oxford Charter Township	0.0131849087%
Park Township, Ottawa County	0.0041475564%
Pittsfield Charter Township	0.0284820374%
Plainfield Charter Township	0.0087988887%
Plymouth Charter Township	0.0369908346%
Pontiac City	0.3368814739%
Port Huron Charter Township	0.0086247881%
Port Huron City	0.1557098020%
Portage City	0.0586895466%
Presque Isle County	0.1629846795%
Redford Charter Township	0.1266652554%
Riverview City	0.0288390774%
Rochester City	0.0238536559%
Rochester Hills City	0.0403860572%
Romulus City	0.1043054582%
Roscommon County	0.4301836680%
Roseville City	0.2553592802%
Royal Oak City	0.1551263540%
Saginaw Charter Township	0.0413527002%
Saginaw City	0.2574050901%
Saginaw County	1.8052764386%
Sanilac County	0.3884585223%
Sault Ste. Marie City	0.1102861730%

Local Government	Final Allocation Percentage
Schoolcraft County	0.0471801158%
Scio Charter Township	0.0030790141%
Shelby Charter Township	0.3026860745%
Shiawassee County	0.8126041030%
South Lyon City	0.0154738400%
Southfield City	0.2350837642%
Southfield Township	0.0000665064%
Southgate City	0.0530873036%
Spring Lake Township	0.0062120900%
Springfield Charter Township	0.0026713434%
St Clair County	2.2355271010%
St Joseph County	0.2548942158%
St. Clair Shores City	0.2031104044%
Sterling Heights City	1.0536459782%
Sturgis City	0.0358119958%
Summit Township, Jackson County	0.0087972622%
Superior Charter Township	0.0072444420%
Taylor City	0.2249624195%
Texas Charter Township	0.0031110081%
Thomas Township	0.0075956313%
Traverse City	0.0694748751%
Trenton City	0.0287924922%
Troy City	0.1410325234%
Tuscola County	0.4964109876%
Tyrone Township, Livingston County	0.0057576762%
Union Charter Township	0.0000306095%
Van Buren Charter Township	0.0769291491%
Van Buren County	0.4558652989%
Vienna Charter Township, Genesee County	0.0051656581%
Walker City	0.0344878971%
Warren City	1.3154129040%
Washington Township, Macomb County	0.0483326054%
Washtenaw County	2.6615292034%
Waterford Charter Township	0.1306353444%
Wayne City	0.0938477712%
Wayne County	11.4087527346%
West Bloomfield Charter Township	0.1567169672%
Westland City	0.3653116491%
Wexford County	0.3345381450%

Local Government	Final Allocation Percentage
White Lake Charter Township	0.0349824061%
Wixom City	0.0220746076%
Woodhaven City	0.0341752498%
Wyandotte City	0.0583665385%
Wyoming City	0.1526406854%
Ypsilanti Charter Township	0.0345854854%
Ypsilanti City	0.0536952762%
Zeeland Charter Township	0.0036753989%
Blackman Charter Township	0.000000000%
Detroit Wayne Mental Health Authority	0.000000000%
Total	100.000000000%

## **Exhibit B - Preliminary Allocation Percentage**

Local Government	Preliminary Allocation Percentage
Ada Township	0.0073233482%
Adrian City	0.0568370128%
Alcona County	0.0834491179%
Alger County	0.0785291215%
Algoma Township	0.0029345640%
Allegan County	0.7725881935%
Allen Park City	0.1074735355%
Allendale Charter Township	0.0077776425%
Alpena County	0.3171935781%
Alpine Charter Township	0.0025427083%
Ann Arbor City	0.4632250874%
Antrim County	0.2381005845%
Antwerp Township	0.0013132895%
Arenac County	0.1612057938%
Auburn Hills City	0.1176899978%
Bangor Charter Township	0.0109251027%
Baraga County	0.0741112558%
Barry County	0.4329702358%
Bath Charter Township	0.0537968516%
Battle Creek City	0.3423704436%
Bay City	0.1147802745%
Bay County	1.1009022938%
Bedford Township	0.0412592343%
Benton Charter Township	0.0907240950%
Benzie County	0.1392597323%
Berkley City	0.0358941044%
Berrien County	1.2815190059%
Beverly Hills Village	0.0460038135%
Big Rapids City	0.0245076907%
Birmingham City	0.1031004819%
Bloomfield Charter Township	0.2395537286%
Branch County	0.3413411577%
Brandon Charter Township	0.0298468290%
Brighton Township	0.0010123659%
Brownstown Charter Township	0.1035238283%

Local Government	Preliminary Allocation Percentage
Burton City	0.0331836857%
Byron Township	0.0143593354%
Cadillac City	0.0992155073%
Caledonia Charter Township	0.0046151897%
Calhoun County	1.6522746969%
Cannon Township	0.0055382276%
Canton Charter Township	0.2353019350%
Cascade Charter Township	0.0202807109%
Cass County	0.3685228029%
Charlevoix County	0.1913266108%
Cheboygan County	0.2827891794%
Chesterfield Charter Township	0.2112831498%
Chippewa County	0.2393040796%
Clare County	0.4685534972%
Clawson City	0.0233450803%
Clinton Charter Township	0.5825283878%
Clinton County	0.4823811618%
Coldwater City	0.0129335184%
Commerce Charter Township	0.0332785651%
Comstock Charter Township	0.0141443213%
Cooper Charter Township	0.0016050286%
Crawford County	0.2577011831%
Davison Township	0.0148016255%
Dearborn City	0.5014825529%
Dearborn Heights City	0.1763248603%
Delhi Charter Township	0.0329269168%
Delta Charter Township	0.0678675252%
Delta County	0.2325433177%
Detroit City	6.3675475252%
Dewitt Charter Township	0.0615354244%
Dickinson County	0.2475829616%
East Bay Township	0.0024511576%
East Grand Rapids City	0.0347010017%
East Lansing City	0.1722118876%
Eastpointe City	0.2806901834%
Eaton County	0.8964627151%
Egelston Township	0.0099077587%
Emmet County	0.3034511111%
Emmett Charter Township	0.0136208021%

Local Government	Preliminary Allocation Percentage
Escanaba City	0.0161625757%
Farmington City	0.0368587005%
Farmington Hills City	0.2763289545%
Fenton Charter Township	0.0031005125%
Fenton City	0.0802629568%
Ferndale City	0.1491321203%
Flat Rock City	0.0287479606%
Flint Charter Township	0.0428009530%
Flint City	2.6382255013%
Flushing Charter Township	0.0062641566%
Fort Gratiot Charter Township	0.0158007179%
Fraser City	0.1340329179%
Frenchtown Charter Township	0.0818078358%
Fruitport Charter Township	0.0216336824%
Gaines Township, Kent County	0.0150472599%
Garden City	0.0602849815%
Garfield Charter Township	0.0006805464%
Genesee Charter Township	0.0216656939%
Genesee County	1.8384534882%
Genoa Township	0.0001265457%
Georgetown Charter Township	0.0120538094%
Gladwin County	0.3598571100%
Gogebic County	0.1249651212%
Grand Blanc Charter Township	0.0351159584%
Grand Haven Charter Township	0.0188708587%
Grand Haven City	0.0581929367%
Grand Rapids Charter Township	0.0062871075%
Grand Rapids City	1.2000276882%
Grand Traverse County	0.8244466054%
Grandville City	0.0465263367%
Gratiot County	0.3147475181%
Green Oak Township	0.0538361746%
Grosse Ile Township	0.0358505107%
Grosse Pointe Park City	0.0473791255%
Grosse Pointe Woods City	0.0337630289%
Hamburg Township	0.0567828826%
Hamtramck City	0.1811320680%
Harper Woods City	0.0505579556%
Harrison Charter Township	0.1108972638%

Local Government	Preliminary Allocation Percentage
Hartland Township	0.0004881050%
Hazel Park City	0.0736339264%
Highland Charter Township	0.0294387306%
Highland Park City	0.0391505779%
Hillsdale County	0.3731855670%
Holland Charter Township	0.0291739126%
Holland City	0.1655890102%
Holly Township	0.0040995334%
Houghton County	0.2225642997%
Huron Charter Township	0.0361363324%
Huron County	0.2929757372%
Independence Charter Township	0.0825378903%
Ingham County	2.1348935205%
Inkster City	0.1669443281%
Ionia City	0.0449276471%
Ionia County	0.4905636172%
Iosco County	0.3212475898%
Iron County	0.1102481228%
Iron Mountain City	0.0091866455%
Isabella County	0.5720204678%
Jackson City	0.1764251010%
Jackson County	1.0855421077%
Kalamazoo Charter Township	0.0520230321%
Kalamazoo City	0.3787268993%
Kalamazoo County	1.9845600355%
Kalkaska County	0.1646399668%
Kent County	2.7808259408%
Kentwood City	0.1423307082%
Keweenaw County	0.0067676775%
Lake County	0.0728348971%
Lansing City	0.5307983425%
Lapeer County	0.7916953951%
Leelanau County	0.1237383482%
Lenawee County	0.7878386566%
Lenox Township	0.0111917816%
Leoni Township	0.0090926074%
Lincoln Charter Township	0.0178479538%
Lincoln Park City	0.1588803292%
Livingston County	1.3371907873%

Local Government	Preliminary Allocation Percentage
Livonia City	0.3999768720%
Luce County	0.0638515493%
Lyon Charter Township	0.0060287256%
Mackinac County	0.0909538431%
Macomb County	7.7242005849%
Macomb Township	0.1081932941%
Madison Heights City	0.1443184148%
Manistee County	0.3120953798%
Marion Township, Livingston County	0.0001988576%
Marquette City	0.0313476613%
Marquette County	0.5388637672%
Mason County	0.2487294921%
Mecosta County	0.3321355122%
Melvindale City	0.0519698104%
Menominee County	0.1580179806%
Meridian Charter Township	0.0708027402%
Midland City	0.3023071472%
Midland County	0.5384703258%
Milford Charter Township	0.0064275489%
Missaukee County	0.1002815458%
Monitor Charter Township	0.0044174736%
Monroe Charter Township	0.0119729252%
Monroe City	0.2101937979%
Monroe County	1.5316423152%
Montcalm County	0.6212351900%
Montmorency County	0.0880221572%
Mount Clemens City	0.0503004024%
Mount Morris Charter Township	0.0248988150%
Mount Pleasant City	0.0357778255%
Mundy Charter Township	0.0150794621%
Muskegon Charter Township	0.0360868180%
Muskegon City	0.1748185396%
Muskegon County	1.7053905386%
Muskegon Heights City	0.0500451306%
New Baltimore City	0.0480441296%
Newaygo County	0.4671261358%
Niles City	0.0583312847%
Niles Township	0.0215348319%
Northville Charter Township	0.0836973671%

Local Government	Preliminary Allocation Percentage
Norton Shores City	0.0701828658%
Novi City	0.1465815056%
Oak Park City	0.1037775542%
Oakland Charter Township	0.0274353387%
Oakland County	5.2264042066%
Oceana County	0.2176466203%
Oceola Township	0.0003615593%
Ogemaw County	0.5563618764%
Ontonagon County	0.0504349004%
Orion Charter Township	0.0484616785%
Osceola County	0.1924215950%
Oscoda County	0.0981702870%
Oshtemo Charter Township	0.0124389806%
Otsego County	0.2838576775%
Ottawa County	1.4829589190%
Owosso City	0.0600391920%
Oxford Charter Township	0.0220651355%
Park Township, Ottawa County	0.0069409957%
Pittsfield Charter Township	0.0254303905%
Plainfield Charter Township	0.0147250675%
Plymouth Charter Township	0.0619046968%
Pontiac City	0.3007870303%
Port Huron Charter Township	0.0144337077%
Port Huron City	0.2605826060%
Portage City	0.0982178051%
Presque Isle County	0.1455220353%
Redford Charter Township	0.2119761371%
Riverview City	0.0482626131%
Rochester City	0.0399194381%
Rochester Hills City	0.0675866509%
Romulus City	0.0931298734%
Roscommon County	0.3840925607%
Roseville City	0.4273474490%
Royal Oak City	0.2596061973%
Saginaw Charter Township	0.0692043420%
Saginaw City	0.4307711416%
Saginaw County	1.6118539630%
Sanilac County	0.3468379663%
Sault Ste. Marie City	0.0984697973%

Local Government	Preliminary Allocation Percentage
Schoolcraft County	0.0789566063%
Scio Charter Township	0.0051527746%
Shelby Charter Township	0.5065495239%
Shiawassee County	0.7255393777%
South Lyon City	0.0258956950%
Southfield City	0.3934160797%
Southfield Township	0.0001112995%
Southgate City	0.0888423705%
Spring Lake Township	0.0103960225%
Springfield Charter Township	0.0044705319%
St Clair County	1.9960063402%
St Joseph County	0.4265691571%
St. Clair Shores City	0.3399081996%
Sterling Heights City	0.9407553377%
Sturgis City	0.0599318930%
Summit Township, Jackson County	0.0147223455%
Superior Charter Township	0.0121236785%
Taylor City	0.3764778630%
Texas Charter Township	0.0052063171%
Thomas Township	0.0127113988%
Traverse City	0.0620311385%
Trenton City	0.0481846521%
Troy City	0.2360199679%
Tuscola County	0.4432240961%
Tyrone Township, Livingston County	0.0096355544%
Union Charter Township	0.0000512255%
Van Buren Charter Township	0.0686867403%
Van Buren County	0.7628971716%
Vienna Charter Township, Genesee County	0.0086448035%
Walker City	0.0577159947%
Warren City	1.1744758071%
Washington Township, Macomb County	0.0808853142%
Washtenaw County	2.3763653602%
Waterford Charter Township	0.2186201385%
Wayne City	0.0837926529%
Wayne County	10.1863863702%
West Bloomfield Charter Township	0.2622681115%
Westland City	0.3261711153%
Wexford County	0.2986947723%

Exhibit B - Preliminary Allocation Percentage

Local Government	Preliminary Allocation Percentage
White Lake Charter Township	0.0585435626%
Wixom City	0.0369421752%
Woodhaven City	0.0571927749%
Wyandotte City	0.0976772465%
Wyoming City	0.2554463949%
Ypsilanti Charter Township	0.0578793100%
Ypsilanti City	0.0898598214%
Zeeland Charter Township	0.0061508332%
Blackman Charter Township	0.000000000%
Detroit Wayne Mental Health Authority	0.000000000%
Total	100.00000003%

### **Exhibit C - Litigating Local Governments**

Local Government	Litigating Local Government
Ada Township	
Adrian City	
Alcona County	Yes
Alger County	Yes
Algoma Township	
Allegan County	
Allen Park City	
Allendale Charter Township	
Alpena County	Yes
Alpine Charter Township	
Ann Arbor City	
Antrim County	Yes
Antwerp Township	
Arenac County	Yes
Auburn Hills City	
Bangor Charter Township	
Baraga County	Yes
Barry County	
Bath Charter Township	
Battle Creek City	
Bay City	
Bay County	Yes
Bedford Township	
Benton Charter Township	
Benzie County	Yes
Berkley City	
Berrien County	Yes
Beverly Hills Village	
Big Rapids City	
Birmingham City	
Bloomfield Charter Township	
Branch County	Yes
Brandon Charter Township	
Brighton Township	
Brownstown Charter Township	

Local Government	Litigating Local Government
Burton City	
Byron Township	
Cadillac City	
Caledonia Charter Township	
Calhoun County	Yes
Cannon Township	
Canton Charter Township	Yes
Cascade Charter Township	
Cass County	Yes
Charlevoix County	Yes
Cheboygan County	Yes
Chesterfield Charter Township	
Chippewa County	Yes
Clare County	
Clawson City	
Clinton Charter Township	Yes
Clinton County	Yes
Coldwater City	
Commerce Charter Township	
Comstock Charter Township	
Cooper Charter Township	
Crawford County	Yes
Davison Township	
Dearborn City	
Dearborn Heights City	
Delhi Charter Township	
Delta Charter Township	
Delta County	Yes
Detroit City	Yes
Dewitt Charter Township	
Dickinson County	Yes
East Bay Township	
East Grand Rapids City	
East Lansing City	Yes
Eastpointe City	
Eaton County	Yes
Egelston Township	
Emmet County	
Emmett Charter Township	

Local Government	Litigating Local Government
Escanaba City	Yes
Farmington City	
Farmington Hills City	
Fenton Charter Township	
Fenton City	
Ferndale City	
Flat Rock City	
Flint Charter Township	
Flint City	Yes
Flushing Charter Township	
Fort Gratiot Charter Township	
Fraser City	
Frenchtown Charter Township	
Fruitport Charter Township	
Gaines Township, Kent County	
Garden City	
Garfield Charter Township	
Genesee Charter Township	
Genesee County	Yes
Genoa Township	
Georgetown Charter Township	
Gladwin County	
Gogebic County	
Grand Blanc Charter Township	
Grand Haven Charter Township	
Grand Haven City	
Grand Rapids Charter Township	
Grand Rapids City	Yes
Grand Traverse County	Yes
Grandville City	
Gratiot County	Yes
Green Oak Township	
Grosse Ile Township	
Grosse Pointe Park City	
Grosse Pointe Woods City	
Hamburg Township	
Hamtramck City	
Harper Woods City	
Harrison Charter Township	Yes

Local Government	Litigating Local Government
Hartland Township	
Hazel Park City	
Highland Charter Township	
Highland Park City	
Hillsdale County	Yes
Holland Charter Township	
Holland City	
Holly Township	
Houghton County	Yes
Huron Charter Township	Yes
Huron County	
Independence Charter Township	
Ingham County	Yes
Inkster City	
Ionia City	
Ionia County	Yes
Iosco County	Yes
Iron County	Yes
Iron Mountain City	Yes
Isabella County	Yes
Jackson City	Yes
Jackson County	
Kalamazoo Charter Township	
Kalamazoo City	
Kalamazoo County	Yes
Kalkaska County	
Kent County	Yes
Kentwood City	
Keweenaw County	
Lake County	Yes
Lansing City	Yes
Lapeer County	
Leelanau County	Yes
Lenawee County	Yes
Lenox Township	
Leoni Township	
Lincoln Charter Township	
Lincoln Park City	
Livingston County	Yes

Local Government	Litigating Local Government
Livonia City	Yes
Luce County	Yes
Lyon Charter Township	
Mackinac County	
Macomb County	Yes
Macomb Township	
Madison Heights City	
Manistee County	Yes
Marion Township, Livingston County	
Marquette City	
Marquette County	Yes
Mason County	Yes
Mecosta County	
Melvindale City	
Menominee County	
Meridian Charter Township	
Midland City	
Midland County	
Milford Charter Township	
Missaukee County	
Monitor Charter Township	
Monroe Charter Township	
Monroe City	
Monroe County	Yes
Montcalm County	Yes
Montmorency County	Yes
Mount Clemens City	
Mount Morris Charter Township	
Mount Pleasant City	
Mundy Charter Township	
Muskegon Charter Township	
Muskegon City	
Muskegon County	Yes
Muskegon Heights City	
New Baltimore City	
Newaygo County	Yes
Niles City	
Niles Township	
Northville Charter Township	Yes

Local Government	Litigating Local Government
Norton Shores City	
Novi City	
Oak Park City	
Oakland Charter Township	
Oakland County	Yes
Oceana County	Yes
Oceola Township	
Ogemaw County	Yes
Ontonagon County	Yes
Orion Charter Township	
Osceola County	Yes
Oscoda County	
Oshtemo Charter Township	
Otsego County	Yes
Ottawa County	
Owosso City	
Oxford Charter Township	
Park Township, Ottawa County	
Pittsfield Charter Township	Yes
Plainfield Charter Township	
Plymouth Charter Township	
Pontiac City	Yes
Port Huron Charter Township	
Port Huron City	
Portage City	
Presque Isle County	Yes
Redford Charter Township	
Riverview City	
Rochester City	
Rochester Hills City	
Romulus City	Yes
Roscommon County	Yes
Roseville City	
Royal Oak City	
Saginaw Charter Township	
Saginaw City	
Saginaw County	Yes
Sanilac County	Yes
Sault Ste. Marie City	Yes

Local Government	Litigating Local Government
Schoolcraft County	
Scio Charter Township	
Shelby Charter Township	
Shiawassee County	Yes
South Lyon City	
Southfield City	
Southfield Township	
Southgate City	
Spring Lake Township	
Springfield Charter Township	
St Clair County	Yes
St Joseph County	
St. Clair Shores City	
Sterling Heights City	Yes
Sturgis City	
Summit Township, Jackson County	
Superior Charter Township	
Taylor City	
Texas Charter Township	
Thomas Township	
Traverse City	Yes
Trenton City	
Troy City	
Tuscola County	Yes
Tyrone Township, Livingston County	
Union Charter Township	
Van Buren Charter Township	Yes
Van Buren County	
Vienna Charter Township, Genesee County	
Walker City	
Warren City	Yes
Washington Township, Macomb County	
Washtenaw County	Yes
Waterford Charter Township	
Wayne City	Yes
Wayne County	Yes
West Bloomfield Charter Township	
Westland City	Yes
Wexford County	Yes

Local Government	Litigating Local Government
White Lake Charter Township	
Wixom City	
Woodhaven City	
Wyandotte City	
Wyoming City	
Ypsilanti Charter Township	
Ypsilanti City	
Zeeland Charter Township	
Blackman Charter Township	
Detroit Wayne Mental Health Authority	Yes
Total	

# City of Sturgis City Commission Regular Meeting

Agenda Item 10G

	missions Application
Name: Brice Andrew	1 Pours la
(First) (Middle)	(Last)
Address: 217 N. Prospect St, Sturgis,	MI 4909/Email: briceaburch@gmail.com
Are you a city resident? <u>Yes</u>	Home/Cell Phone: 517-227-2236
Occupation: Materials Planner	Work Phone: 269-659-0224
Employment: Morgan Olson	
(Name of Employer) 1801 S Nottawa Sturgi	5 49091
1801 S Nottawa Sturgi (Street) (City)	(Zin)
Court Appointed Special Advocate	for Foster Children
MY neighbors. Are there any reasons you may have a conflict of i	nterest if you were appointed to a Board or please explain.
	r professional):
fion Tilden Sal N. Prospect, S	turgis 2691-221-1860
(Name) (Address) (Address)	turgis 269-221-1860 (Phone) Urgis 269-69922
Jay Tilden Sal N. Prospect, S (Name) (Address) Jennifer Fordyce 700 Norwood, Si	turgis 269-221-1860 (Phone)
(Name) (Address) (Name) (Address) (Name) (Address) (Name) (Address)	turgis 269-221-1860 (Phone) 10rgis 269-669-6922 (Phone)
Hay Tilden <u>Sal N. Prospect, S</u> (Name) (Address) (Name) (Address) (Name) (Address) Signature: <u>Brace Bouted</u>	turgis 269-221-1560 (Phone) Jurgis 269-669-6922
(Name) (Address) (Name) (Address) (Name) (Address) (Name) (Address) Signature: Brace Bourds Choose any boards/commissions that you are interested in.	turg is 269-221-1660 (Phone) 10rg is 269-669-6922 (Phone) Date: numbering them in order of preference, 1 being the most preferred.
How Titlen     Sal N. Prospect, S       Name)     (Address)       Dennifer Fordyce     100 Norwood, S       Name)     (Address)       Signature:     Brace Batter       Choose any boards/commissions that you are interested in.       Airport Advisory Board       Board of Review	turg is       269-22   -1660         (Phone)         10rg is       269-69-9922         (Phone)         Date:         Inumbering them in order of preference, 1 being the most preferred.         LDFA Board of Directors         Parks and Cemetery Board
How Titlen     Sal N. Prospect, S       (Address)     (Address)       (Address)     (Address)       (Address)     (Address)       (Address)     (Address)       Signature:     Brace Batter       Choose any boards/commissions that you are interested in.       Airport Advisory Board       Board of Review       Construction Board of Appeals	turg is       269-22 [-1660]         (Phone)         Urg is       269-26-292         (Phone)         Date:         Inumbering them in order of preference, 1 being the most preferred.         LDFA Board of Directors         Parks and Cemetery Board       Planning Commission
(Name) (Address) (Name) (Address) (Name) (Address) (Name) (Address) Signature: <u>Brace Batter</u> <u>Choose any boards/commissions that you are interested in.</u> <u>Airport Advisory Board</u> <u>Board of Review</u>	turg is       269-22   -1660         (Phone)         10rg is       269-69-9922         (Phone)         Date:         Inumbering them in order of preference, 1 being the most preferred.         LDFA Board of Directors         Parks and Cemetery Board
How Titleh       Sal N. Prospect, S         Name)       (Address)         Jennifer Forzyce       100 Norwood, S         Name)       (Address)         Signature:       Brack Botton         Choose any boards/commissions that you are interested in.         Airport Advisory Board         Board of Review         Construction Board of Appeals         DDA Board of Directors         Doyle and Recreation Advisory Board         EDC & BRA Board of Directors	try is       169-24-1-1660         (Phone)       (Phone)         Date:
Agent Tiden       Sal N. Prospect, S         (Name)       (Address)         (Name)       (Address)         Signature:       Brack Batter         Choose any boards/commissions that you are interested in.         Airport Advisory Board         Board of Review         Construction Board of Appeals         DDA Board of Directors         Doyle and Recreation Advisory Board         Elected Officials Compensation Commission	try is       269-221-1660         (Phone)         Urg is         (Phone)         Date:         Inumbering them in order of preference, 1 being the most preferred.         LDFA Board of Directors         Parks and Cemetery Board         Planning Commission         Sister City Committee         Sturges-Young Center for the Arts Board         Sturgis Building Authority         Sturgis District Library Board
(Name) (Address) (Name) (Address) (Name) (Address) Signature: Choose any boards/commissions that you are interested in. Choose any boards/commissions that you are interested in. Choose any boards/commissions that you are interested in. Airport Advisory Board Board of Review Construction Board of Appeals DDA Board of Directors Doyle and Recreation Advisory Board EDC & BRA Board of Directors	try is       169-24-1-1660         (Phone)       (Phone)         Date:

Applications will be kept for one year. Return to: City Clerk's Office, 130 N. Nottawa St, Sturgis, MI 49091 or krhodes@sturgis@sturgismi.gov

STY OF STURE						
	Bo	ards and C	ommis	sior	ns Application	
Name:	Aaron	Gle	enn		Miller	
	(First)		ddle)		(Last)	
Address: 6	06 Cherry St.	<u>v</u>	49091-22	204	Email:	
	(Street)	(City)	(Zip)			
Are you a c	ity resident?	YES		Hom	ne/Cell Phone: (269) 625-4140	
Occupation	Trust Officer	(Banking)		Wor	k Phone: (269) 651-1380	
Employmer	nt:Sturgis Bank	and Trust Compa	any			
	(Name of	f Employer)				
113-′	125 E. Chicago F	Rd. Stur			49091-1754 (Zip)	
any relevar I serve on	the city commis	ertise in the area sion, the SIA, the	you wish e EDC, th	to ser le BRA	A, and the LDFA. I am interested in	servin
on the dist	trict library board	simply because	I care ab	bout S	turgis and a need is present for a m	emper
Reasons for	or seeking appoin	tment (Areas of ir	iterest, go	oals, et	tc.):	
I seek to h	elp make Sturgis	s a better place fo	or its resid	dents.		
	ny reasons you n n which you listed		ct of intere es, please		ou were appointed to a Board or ain.	
		se may be persor	•		,	
Luke Eich	er 667211	И-66; Sturgis, MI	49091-9	142	(269) 689-7303	
(Name)		(Address)			(Phone)	
(Name)	1 25	(Address)			(Phone)	
Signature:	tun Sto	lith		Date	e: 03/30/2023	
- /		ons that you are interes	ted in, numb		em in order of preference, 1 being the most prefer	red.
Airne	ort Advisory Board			1 ו חו	FA Board of Directors	
	d of Review			Par	ks and Cemetery Board	
	struction Board of A	opeals			nning Commission	
	Board of Directors e and Recreation A	lvisory Board			ter City Committee rges-Young Center for the Arts Board	
	& BRA Board of Di				rgis Building Authority	
Elect	ted Officials Compe	nsation Commission	ı <u>2</u>	2 Stu	rgis District Library Board	
	tion Commission	C. vetere			rgis Housing Commission	
	loyee's Retirement th Facilities & Hospi	System ital Finance Authorit	v	Zon	ning Board of Appeals	
			•	sions Ha	andbook on the City's website for more informatic	on.

Applications will be kept for one year. Return to: City Clerk's Office, 130 N. Nottawa St, Sturgis, MI 49091 or krhodes@sturgis@sturgismi.gov

# City of Sturgis City Commission Regular Meeting

## Agenda Item 10H

Enter values

4.743%

4/12/2023

5 12

Loan amount \$ 414,351.00

Annual interest rate

Loan period in years

Start date of loan

Number of payments per year

Optional extra payments

	Loan summary
Scheduled payment	\$ 7,770.62
Scheduled number of payments	60
Actual number of payments	60
Total early payments	\$ -
Total interest	\$ 51,886.29

Lender name:

Pmt. No.	Payment Date	Beginni	ng Balance	icheduled Payment	Ext	ra Payment	Tota	al Payment	Principal	Interest	Ending Balance	c	umulative Interest
1	5/12/2023	\$	414,351.00	\$ 7,770.62	\$	-	\$		\$ 6,132.90	\$ 1,637.72	\$ 408,218.10	\$	1,637.72
2	6/12/2023	\$	408,218.10	\$ 7,770.62	\$	-	\$	7,770.62	\$ 6,157.14	\$ 1,613.48	\$ 402,060.96	\$	3,251.20
3	7/12/2023	\$	402,060.96	\$ 7,770.62	\$	-	\$	7,770.62	\$ 6,181.48	\$ 1,589.15	\$ 395,879.49	\$	4,840.35
4	8/12/2023		395,879.49	\$ 7,770.62	\$	-	\$	7,770.62	\$ 6,205.91	\$ 1,564.71	\$ 389,673.58	\$	6,405.06
5	9/12/2023	\$	389,673.58	\$ 7,770.62	\$	-	\$	7,770.62	\$ 6,230.44	\$ 1,540.18	\$ 383,443.14	\$	7,945.25
6	10/12/2023	\$	383,443.14	\$ 7,770.62	\$	-	\$	7,770.62	\$ 6,255.06	\$ 1,515.56	\$ 377,188.08	\$	9,460.81
7	11/12/2023	\$	377,188.08	\$ 7,770.62	\$	-	\$	7,770.62	\$ 6,279.79	\$ 1,490.84	\$ 370,908.29	\$	10,951.64
8	12/12/2023	\$	370,908.29	\$ 7,770.62	\$	-	\$	7,770.62	\$ 6,304.61	\$ 1,466.02	\$ 364,603.69	\$	12,417.66
9	1/12/2024	\$	364,603.69	\$ 7,770.62	\$	-	\$	7,770.62	\$ 6,329.53	\$ 1,441.10	\$ 358,274.16	\$	13,858.75
10	2/12/2024	\$	358,274.16	\$ 7,770.62	\$	-	\$	7,770.62	\$ 6,354.54	\$ 1,416.08	\$ 351,919.62	\$	15,274.83
11	3/12/2024	\$	351,919.62	\$ 7,770.62	\$	-	\$	7,770.62	\$ 6,379.66	\$ 1,390.96	\$ 345,539.96	\$	16,665.80
12	4/12/2024	\$	345,539.96	\$ 7,770.62	\$	-	\$	7,770.62	\$ 6,404.87	\$ 1,365.75	\$ 339,135.08	\$	18,031.54
13	5/12/2024	\$	339,135.08	\$ 7,770.62	\$	-	\$	7,770.62	\$ 6,430.19	\$ 1,340.43	\$ 332,704.89	\$	19,371.97
14	6/12/2024	\$	332,704.89	\$ 7,770.62	\$	-	\$	7,770.62	\$ 6,455.61	\$ 1,315.02	\$ 326,249.29	\$	20,686.99
15	7/12/2024	\$	326,249.29	\$ 7,770.62	\$	-	\$	7,770.62	\$ 6,481.12	\$ 1,289.50	\$ 319,768.17	\$	21,976.49
16	8/12/2024	\$	319,768.17	\$ 7,770.62	\$	-	\$	7,770.62	\$ 6,506.74	\$ 1,263.88	\$ 313,261.43	\$	23,240.37
17	9/12/2024	\$	313,261.43	\$ 7,770.62	\$	-	\$	7,770.62	\$ 6,532.46	\$ 1,238.17	\$ 306,728.98	\$	24,478.54
18	10/12/2024	\$	306,728.98	\$ 7,770.62	\$	-	\$	7,770.62	\$ 6,558.28	\$ 1,212.35	\$ 300,170.70	\$	25,690.89
19	11/12/2024	\$	300,170.70	\$ 7,770.62	\$	-	\$	7,770.62	\$ 6,584.20	\$ 1,186.42	\$ 293,586.50	\$	26,877.31
20	12/12/2024	\$	293,586.50	\$ 7,770.62	\$	-	\$	7,770.62	\$ 6,610.22	\$ 1,160.40	\$ 286,976.28	\$	28,037.71
21	1/12/2025	\$	286,976.28	\$ 7,770.62	\$	-	\$	7,770.62	\$ 6,636.35	\$ 1,134.27	\$ 280,339.93	\$	29,171.99
22	2/12/2025	\$	280,339.93	\$ 7,770.62	\$	-	\$	7,770.62	\$ 6,662.58	\$ 1,108.04	\$ 273,677.36	\$	30,280.03
23	3/12/2025	\$	273,677.36	\$ 7,770.62	\$	-	\$	7,770.62	\$ 6,688.91	\$ 1,081.71	\$ 266,988.45	\$	31,361.74
24	4/12/2025	\$	266,988.45	\$ 7,770.62	\$	-	\$	7,770.62	\$ 6,715.35	\$ 1,055.27	\$ 260,273.10	\$	32,417.01
25	5/12/2025	\$	260,273.10	\$ 7,770.62	\$	-	\$	7,770.62	\$ 6,741.89	\$ 1,028.73	\$ 253,531.20	\$	33,445.74
26	6/12/2025	\$	253,531.20	\$ 7,770.62	\$	-	\$	7,770.62	\$ 6,768.54	\$ 1,002.08	\$ 246,762.66	\$	34,447.82
27	7/12/2025	\$	246,762.66	\$ 7,770.62	\$	-	\$	7,770.62	\$ 6,795.29	\$ 975.33	\$ 239,967.37	\$	35,423.15
28	8/12/2025	\$	239,967.37	\$ 7,770.62	\$	-	\$	7,770.62	\$ 6,822.15	\$ 948.47	\$ 233,145.22	\$	36,371.62
29	9/12/2025	\$	233,145.22	\$ 7,770.62	\$	-	\$	7,770.62	\$ 6,849.11	\$ 921.51	\$ 226,296.11	\$	37,293.13
30		\$	226,296.11	\$ 7,770.62	\$	-	\$	7,770.62	\$ 6,876.19	\$ 894.44	\$ 219,419.92	\$	38,187.56
31	11/12/2025	\$	219,419.92	\$ 7,770.62	\$	-	\$	7,770.62	\$ 6,903.36	\$ 867.26	\$ 212,516.56	\$	39,054.82
32	12/12/2025		212,516.56	\$ 7,770.62	\$	-	\$	7,770.62	\$ 6,930.65	\$ 839.97	\$ 205,585.91	\$	39,894.79

Pmt. No.	Payment Date	B	eginning Balance	:	Scheduled Payment	Extr	Extra Payment To		Total Payment		Principal		Interest		Ending Balance		umulative Interest
33	1/12/2026	\$	205,585.91	\$	7,770.62	\$	-	\$	7,770.62	\$	6,958.04	\$	812.58	\$	198,627.86	\$	40,707.37
34	2/12/2026	\$	198,627.86	\$	7,770.62	\$	-	\$	7,770.62	\$	6,985.54	\$	785.08	\$	191,642.32	\$	41,492.45
35	3/12/2026	\$	191,642.32	\$	7,770.62	\$	-	\$	7,770.62	\$	7,013.16	\$	757.47	\$	184,629.16	\$	42,249.91
36	4/12/2026	\$	184,629.16	\$	7,770.62	\$	-	\$	7,770.62	\$	7,040.87	\$	729.75	\$	177,588.29	\$	42,979.66
37	5/12/2026	\$	177,588.29	\$	7,770.62	\$	-	\$	7,770.62	\$	7,068.70	\$	701.92	\$	170,519.58	\$	43,681.58
38	6/12/2026	\$	170,519.58	\$	7,770.62	\$	-	\$	7,770.62	\$	7,096.64	\$	673.98	\$	163,422.94	\$	44,355.56
39	7/12/2026	\$	163,422.94	\$	7,770.62	\$	-	\$	7,770.62	\$	7,124.69	\$	645.93	\$	156,298.25	\$	45,001.49
40	8/12/2026	\$	156,298.25	\$	7,770.62	\$	-	\$	7,770.62	\$	7,152.85	\$	617.77	\$	149,145.40	\$	45,619.26
41	9/12/2026	\$	149,145.40	\$	7,770.62	\$	-	\$	7,770.62	\$	7,181.12	\$	589.50	\$	141,964.27	\$	46,208.75
42	10/12/2026	\$	141,964.27	\$	7,770.62	\$	-	\$	7,770.62	\$	7,209.51	\$	561.11	\$	134,754.77	\$	46,769.87
43	11/12/2026	\$	134,754.77	\$	7,770.62	\$	-	\$	7,770.62	\$	7,238.00	\$	532.62	\$	127,516.76	\$	47,302.48
44	12/12/2026	\$	127,516.76	\$	7,770.62	\$	-	\$	7,770.62	\$	7,266.61	\$	504.01	\$	120,250.15	\$	47,806.49
45	1/12/2027	\$	120,250.15	\$	7,770.62	\$	-	\$	7,770.62	\$	7,295.33	\$	475.29	\$	112,954.82	\$	48,281.78
46	2/12/2027	\$	112,954.82	\$	7,770.62	\$	-	\$	7,770.62	\$	7,324.17	\$	446.45	\$	105,630.65	\$	48,728.24
47	3/12/2027	\$	105,630.65	\$	7,770.62	\$	-	\$	7,770.62	\$	7,353.12	\$	417.51	\$	98,277.53	\$	49,145.74
48	4/12/2027	\$	98,277.53	\$	7,770.62	\$	-	\$	7,770.62	\$	7,382.18	\$	388.44	\$	90,895.35	\$	49,534.18
49	5/12/2027	\$	90,895.35	\$	7,770.62	\$	-	\$	7,770.62	\$	7,411.36	\$	359.26	\$	83,484.00	\$	49,893.45
50	6/12/2027	\$	83,484.00	\$	7,770.62	\$	-	\$	7,770.62	\$	7,440.65	\$	329.97	\$	76,043.35	\$	50,223.42
51	7/12/2027	\$	76,043.35	\$	7,770.62	\$	-	\$	7,770.62	\$	7,470.06	\$	300.56	\$	68,573.29	\$	50,523.98
52	8/12/2027	\$	68,573.29	\$	7,770.62	\$	-	\$	7,770.62	\$	7,499.59	\$	271.04	\$	61,073.70	\$	50,795.02
53	9/12/2027	\$	61,073.70	\$	7,770.62	\$	-	\$	7,770.62	\$	7,529.23	\$	241.39	\$	53,544.47	\$	51,036.41
54	10/12/2027	\$	53,544.47	\$	7,770.62	\$	-	\$	7,770.62	\$	7,558.99	\$	211.63	\$	45,985.49	\$	51,248.04
55	11/12/2027	\$	45,985.49	\$	7,770.62	\$	-	\$	7,770.62	\$	7,588.86	\$	181.76	\$	38,396.62	\$	51,429.80
56	12/12/2027	\$	38,396.62	\$	7,770.62	\$	-	\$	7,770.62	\$	7,618.86	\$	151.76	\$	30,777.76	\$	51,581.56
57	1/12/2028	\$	30,777.76	\$	7,770.62	\$	-	\$	7,770.62	\$	7,648.97	\$	121.65	\$	23,128.79	\$	51,703.21
58	2/12/2028	\$	23,128.79	\$	7,770.62	\$	-	\$	7,770.62	\$	7,679.20	\$	91.42	\$	15,449.59	\$	51,794.63
59	3/12/2028	\$	15,449.59	\$	7,770.62	\$	-	\$	7,770.62	\$	7,709.56	\$	61.06	\$	7,740.03	\$	51,855.69
60	4/12/2028	\$	7,740.03	\$	7,770.62	\$	-	\$	7,740.03	\$	7,709.44	\$	30.59	\$	-	\$	51,886.29

### RESOLUTION AUTHORIZING THE INTERNAL LOANING OF FUNDS FROM THE ELECTRIC FUND TO THE LOCAL DEVELOPMENT FINANCING AUTHORITY (LDFA)

At a regular meeting of the City Commission of the City of Sturgis, St. Joseph County, Michigan held at 6:00 p.m. on Wednesday, April 12, 2023, in the Weisloch Room, Sturgis City Hall.

Present:

Absent:

**WHEREAS**, the City of Sturgis intends to invest in infrastructure needs to promote economic development for the Bullard Industrial Park; and

**WHEREAS,** The Local Development Financing Authority plan includes infrastructure improvement of the property located in the LDFA district; and

**WHEREAS**, the cost to build the utility improvements are estimated to be approximately \$414,351; and

**WHEREAS**, the City of Sturgis Internal Loan Policy allows the City Commission to approve loans other than temporary cash flow loans created by the single account banking system; and

**WHEREAS,** it is necessary for the City to internally loan funds from the Electric Fund to finance the construction of the utility improvements for Bullard Industrial Park; and

**WHEREAS,** specifically the Department of Environment, Great Lakes and Energy (EGLE) required completion of the water loop to serve the Bullard Industrial Park and adjacent properties located within the Local Development Authority District ; and

**WHEREAS**, the City Commission deems that this project serve the public interest and for the public good; and

**WHEREAS**, The City has an Electric Fund that has revenue sufficient to internally loan these funds; and

**NOW, THEREFORE, BE IT RESOLVED THAT,** the City Commission of the City of Sturgis does hereby approve the following loan:

FROM:	Electric Fund
TO:	Local Development Financing Authority (LDFA)
AMOUNT:	\$414,351
INTEREST RATE:	4.743% (Michigan Statutory Interest Rate)
TERM:	5 years (60 payments)
PAYMENT:	1 <sup>ST</sup> Payment commencing 5/12/2023
	\$7,770.62 per month, \$93,247.44 per year

Yeas:

Nays:

#### City of Sturgis Local Development Financing Authority Cash Flow Projection

	DATE	TOTAL FINANCIN	G TERMS	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
BEGINNING CASH				\$ 208,365.94	\$ 81,373.20	\$ 74,845.46	\$ 68,317.72	\$ 61,789.98	\$ 55,262.24	\$ 210,782.84	\$ 366,303.44	\$ 521,824.04 \$	677,344.64
REVENUE													
STATE LCSA				61,216.00	61,216.00	61,216.00	61,216.00	61,216.00	61,216.00	61,216.00	61,216.00	61,216.00	61,216.00
LDFA TIFA				72,785.00	161,350.00	161,350.00	161,350.00	161,350.00	161,350.00	161,350.00	161,350.00	161,350.00	161,350.00
INTEREST				500.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
TOTAL INFLOWS				134,501.00	223,566.00	223,566.00	223,566.00	223,566.00	223,566.00	223,566.00	223,566.00	223,566.00	223,566.00
EXPENDITURES													
Projects:													
Stapleton Lift Station	10/12/2022	\$ 574,576.00 INTERNAL LC	AN 10 years, 3.458%	68,045.40	68,045.40	68,045.40	68,045.40	68,045.40	68,045.40	68,045.40	68,045.40	68,045.40	68,045.40
Stapleton Streets		\$ 300,000.00 INTERNAL LC	AN 5 years, 4.743%	68,800.90	68,800.90	68,800.90	68,800.90	68,800.90					
Bullard Industrial Park													
Engineering				31,400.00									
Haines sewer				,									
Northside Water Loop	4/12/2023	\$ 414,351.00 INTERNAL LC	AN 5 years, 4.743%	93,247.44	93,247.44	93,247.44	93,247.44	93,247.44					
TOTAL OUTFLOWS				261,493.74	230,093.74	230,093.74	230,093.74	230,093.74	68,045.40	68,045.40	68,045.40	68,045.40	68,045.40
NET CASH FLOW				(126,992.74)	(6,527.74)	(6,527.74)	(6,527.74)	(6,527.74)	155,520.60	155,520.60	155,520.60	155,520.60	155,520.60
ENDING CASH				\$ 81,373.20	\$ 74,845.46	\$ 68,317.72	\$ 61,789.98	\$ 55,262.24	\$ 210,782.84	\$ 366,303.44	\$ 521,824.04	\$ 677,344.64 \$	832,865.24