

**NORTHFIELD TOWNSHIP BOARD AGENDA**  
**\*\*\* NOTICE OF SPECIAL MEETING \*\*\***  
**February 27, 2018 - - 6:00 PM**  
**8350 Main Street**

CALL TO ORDER  
PLEDGE/INVOCATION  
ROLL CALL  
ADOPT BALANCE OF AGENDA  
CALL TO THE PUBLIC  
BOARD MEMBER COMMENTS  
CORRESPONDENCE and ANNOUNCEMENTS

AGENDA ITEMS:

1. Closed Session to receive an attorney-client privileged communications, pursuant to MCL 15.268(8)(h) +
2. Possible action as a result of Closed Session +

2<sup>nd</sup> CALL TO THE PUBLIC  
BOARD MEMBER COMMENTS  
ADJOURNMENT

\* Denotes previous backup; + denotes no backup in package

This notice is posted in compliance with PA 267 of 1976 as amended (Open Meetings Act) MCLA 41.72A (2) (3) and the Americans with Disabilities Act. (ADA) individuals with disabilities requiring auxiliary aids or services should contact the Northfield Township Office, (734-449-2880) seven days in advance.

# **NORTHFIELD TOWNSHIP BOARD AGENDA**

**February 27, 2018 - 7:00 PM**

**8350 Main Street, 2<sup>nd</sup> Floor**

CALL TO ORDER  
INVOCATION / PLEDGE  
ROLL CALL  
ADOPT BALANCE OF AGENDA  
CALL TO THE PUBLIC  
BOARD MEMBER RESPONSE  
CORRESPONDENCE AND ANNOUNCEMENTS:

## DISCUSSION:

1. "Change of Use" Rules & Regulations

## AGENDA ITEMS

1. 1st National Bank Security Agreement
2. Redevelopment Ready Communities

## DISCUSSION (Continued):

1. Sidewalk Snow Removal & Ordinance
2. Office Staffing +

2<sup>nd</sup> CALL TO THE PUBLIC  
BOARD MEMBER COMMENTS  
ADJOURNMENT

\* Denotes previous backup; + denotes no backup in package

This notice is posted in compliance with PA 267 of 1976 as amended (Open Meetings Act) MCLA 41.72A (2) (3) and the Americans with Disabilities Act. (ADA) individuals with disabilities requiring auxiliary aids or services should contact the Northfield Township Office, (734-449-2880) seven days in advance.

# "Change of Use" Rules & Regulations

## MEMORANDUM

To: Northfield Township Board of Trustees  
From: Kurt Weiland, Director of Building Services Pittsfield Charter Township  
Re: 75 Barker Road  
Date: February 21, 2018

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The purpose of this memorandum is to describe and clarify the change of use process with regards to the Michigan Building Code and how it applies to 75 Barker Road. Since I do not know the level of basic knowledge that each one of you may have of the building codes, and how they are applied, I will try and start at the beginning and not get into a lot of detail.

The State Construction Code Act #230 was passed into law in 1972, this created a construction commission and prescribed its functions. Public Act #1 of 1966, the Michigan Barrier Free Design Law was adopted and set the guidelines for building accessibility. In 1999, Act 230 was amended and is known as Stille-DeRossett-Hale single state construction code act, also known as the Uniform Construction Code, which in turn adopted the set of 2000 Michigan Building Codes. The building codes became uniform throughout the State of Michigan, no local amendments are permitted. So whether you're building in Iron Mountain or Flint, you are working under the same set of minimum construction standards. Prior to this point, each unit of local government had the ability to adopt a building code and edition of their choice. Local units of government were also sent a letter that had to be signed by the Chief Elected Official and returned to the Bureau of Construction Codes accepting or rejecting the duties of local enforcement of the State Construction Code. Having a building department and providing inspection services is not a required duty of a Township and therefore you could choose to eliminate the department. If this option were chosen the enforcement duties would first be offered to the Washtenaw County Building Department and then returned to the State. Northfield Township accepted the duties of local enforcement of the Act, and in 2009 entered into an intergovernmental agreement with Pittsfield Charter Township to provide Act 54, registered building inspectors and a building official to maintain their own Building Department.

The Michigan Building Codes are based on the International Building Codes (ICC) but with State amendments. The ICC code is used around the world to protect the health, safety, and welfare of people in the built environment. Even though the codes are almost the same, there may be a difference of interpretation and construction method or materials that does not have standard approvals where the Construction of Board of Appeals plays an important role. They do not have the authority to waive code requirements but may rule on if what has presented to them is equal or better than the code. Northfield Township has an agreement with the Washtenaw County Building Department to share their Construction Board of Appeals so when the rare occasion does arise, they are there to handle any appeal process.

The Construction Board of Appeals is different than the Zoning Board of Appeals, just like the local Zoning Ordinance is a totally separate document from the Building Code. The Zoning Ordinance also has a Change of Use Process which has nothing to do with the Change of Use process required under the

Building Code. This can get very confusing, and to make matters worse, the use group categories and zoning district terms are very similar to those terms found in the building code, but they are certainly not interchangeable.

Whether we have an occupant moving into new construction or a new occupant moving into an existing building the approval process is very similar;

1. Zoning Compliance Approval, like any project, zoning approval always come first. This determines that the proposed use under the Zoning Ordinance is permitted in this zoning district. New construction would require going through the planning commission approval process as well. A change of occupant may or not require going through the change of use process under the Zoning Ordinance. Many times you will have one business move out and another one move in that falls in the same use category under the zoning ordinance.
2. Once zoning approval has been granted, we can review the use of the structure with regard to the building code. If there is no change of use or classification the building department can sign off on the change of occupant. If there is a change of use or classification under the building code, the change of use process will need to be completed.
3. Once the change of use process is completed and the construction documents are submitted along with a building permit application, the review by the building department can be completed. This is required even if there are no renovations required. Each building when it is built originally is designed for a specific use, a specific size, on a specific site, using specific construction materials, designed to specific design loads for snow, wind, and seismic conditions. If any of these elements change through the change of an occupant or even the change of a product stored by the occupant, the approval to use or occupy the structure may be in jeopardy.
4. After the review is completed the building will be inspected to verify compliance and a Certificate of Occupancy is issued indicating approval and compliance for the new use under the building code.

In the State of Michigan the construction documents are required to be prepared by a Registered Michigan Design Professional, this is an Architect or Engineer. Unlike residential construction, there is no such thing as a licensed commercial builder in the State of Michigan. Anyone can do the building portion of a commercial project but there must be a design professional of record on each project. The plumbing, electrical, and mechanical work can only be done by contractors licensed in the State of Michigan.

With regards to the old fire station located at 75 Barker Road and the desire to open a thrift store in the old garage portion of the building, there are certainly many challenges that will need to be overcome before this can occur. I have included a copy of the building inspection report that was completed in 2011. It indicates that the garage was not occupied and we have had no submittals since to change the status of the structures approved use. I understand that permission was given by someone at the Township for temporary Christmas tree sales from the parking lot, and the interior space may have been used to keep warm during the process. This by no means should be regarded as an approval for a change of use of the structure. The minimum standards of the building code are there to protect the occupants of the structure, the people who live next door to the structure, the first responders that



must enter the building under less than favorable conditions, and anyone else who may visit or occupy another portion of the structure.

I have also included a few copies of change of use process information from the United Kingdom, Denver Colorado, and Western Australia. We are not alone in requiring this process, it is a regular part of code enforcement but not well known. I welcome your questions about code requirements and the code compliance process, so please feel free to call or email me with your questions or concerns regarding building code enforcement. I also have a good working relationship with a number of other building departments in the area and I have provided contact information for them. They were all very happy to take your calls and I encourage you to reach to them if that would be helpful to you in understanding the process and the code requirements being asked of your constituents.

Thank you for your time and please feel free to contact me by telephone at 734-822-3127, or by email at [weilandku@pittsfield-mi.gov](mailto:weilandku@pittsfield-mi.gov).

Mr. Wayne Jewell, Green Oak Charter Township 810-231-1333ext106, [waynejewell@greenoaktwp.com](mailto:waynejewell@greenoaktwp.com)

Mr. Richard Mayernik, Superior Charter Township 734-482-6099, [richardmayernik@superior-twp.org](mailto:richardmayernik@superior-twp.org)

Mr. Charles Bollard, City of Novi, 248-347-0423, [cboullard@cityofnovi.org](mailto:cboullard@cityofnovi.org)

Mr. John Hamlin, Washtenaw County Building Department, 734-222-6814, [hamlinj@ewashtenaw.org](mailto:hamlinj@ewashtenaw.org)

Mr. James Rowell, Livingston County Building Department, 517-552-6724, [jimrowell@livgov.com](mailto:jimrowell@livgov.com)

## MEMORANDUM

To: Northfield Township Board of Trustees

From: Pittsfield Township Department of Building Services

Re: 75 Barker Road

Date: April 20, 2011

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At the request of the Township Supervisor a building inspection was completed at 75 Barker Road, the old Northfield Township administration building and fire hall. The building is comprised of three areas, the garage area located on the first floor at the North end of the building, the first floor office area located on the south end and the second floor assembly area that is located primarily over the garage area.

The two story portion is Type IIIB Construction consisting of block exterior walls, a wood bowstring truss roof, wood floor joist supported by exposed steel beams and columns making up the second floor. It appears that this portion of the structure was built in the 1940's. The one story portion of the office area is of Type VB construction which is basic wood framing residential style construction. This appears to have been built in the late 1950's or 1960's. The building is not served by a fire suppression system.

Overall for a structure of this age it is in good condition and with proper maintenance and improvements could be a viable structure for some time to come. The previous engineering study found that the second floor area over the garage had a floor load capacity that was about half of what the building code required. They were unable to access the second floor portion over the office area to determine its load carrying capability.

The greatest concern with the structure at this point is the potential of water damage. The roof needs to be replaced on the entire building. Where we found most of the water leaking in was in the two story portion of the building. The office area also has water coming in under where the two story portion connects to the one story portion. This is where the second story portion of the block wall is supported by some sort of beam or lintel and the wood framed one story portion of the roof meets the block. This leak could be coming from a number of possible locations, roof, door frame, window opening, cantilevered fire escape landing or the flashing against the block wall.

The cracks in the masonry should be addressed in order to prevent further deterioration. Special care must be taken with this process especially around window and door openings to prevent overloading of the lintels.

The power drop from the DTE pole to the weather head is completely covered in vines. The vines are not only putting strain on the wires but are also working their way through the block and into the attic. Multiple glass window panes were broken on the second floor level. No insulation was found in the attic spaces and would doubt there is any in the walls. The flame spread rating and smoke development rating of the paneling in the office area probably does not meet modern safety standards. The waste line that is located in the old toilet room off the back of the office area needs to be properly capped; it

currently has a rag stuffed in it. This same room has a hole in the ceiling and a portion of the wall paneling has been removed leaving a section of romex wire and a convenience outlet hanging freely. The wall between the office area and the garage area is not a fire rated assembly. The old ceiling and floor tiles are good candidates for the presents of asbestos and with the age of the building the odds are good for the presence of lead in the paint.

The Township Supervisor has already negotiated a furnace inspection by a licensed mechanical contractor on the office for thirty dollars by trading the zoning compliance fee for the cost of the furnace inspection with the applicant.

I would recommend that a monitored fire alarm system be installed in the building. Since the garage space and second floor is not occupied a fire could start and smolder for a long time before anyone would know about it. The wood bowstring type roof truss system is one of the most notable fire hazards that affect the fire service across the nation. The lack of a full fire separation between the garage and the office and the close proximity to the residential house next door would make an early response very beneficial not only to protect physical property, but also the neighboring residents and our dedicated Northfield Township Fire Fighters.

Be advised that the new State Energy Code requires existing attics that are not insulated and have roof work done that includes the removal of any sheathing material be insulated to today's standards prior to closing up the roof.

## Procedure for Changing the Use of a Structure

In order to change the use of a structure the following procedures must be completed.

A change of use for a structure will require a code review of the structure, construction documents for required improvements, a building permit application, and a request for a new Certificate of Occupancy. The code review and all construction documents for commercial structures must be prepared by a licensed Michigan design professional.

The application will be reviewed for compliance with all applicable codes and a minimum of one building inspection is required. All electrical, plumbing or mechanical improvements that are required for code compliance will require separate trade permits.

The Michigan Barrier Design Law, Part 125.1352, Section 2. (2) Determines the minimum standards for barrier-free design requirements during a change of use, a change in occupancy load, and also during building alterations.

The use of a structure will be determined by the Michigan Building Codes.

**\*All use changes require an approved Zoning Compliance Form as well as the items listed above.**

**PURPOSE:**

This Guidance Note is for the benefit of local architects, builders and the general public. Its purpose is to provide information, promote good practice and encourage consistency of interpretation for all. It is purely advisory in nature and does not cover every aspect of the topic concerned, but tries to cover the main, commonly encountered points. If more details are required then the relevant Approved Documents, British Standards or manufacturers' instructions should be consulted. The Guidance Note is not intended to outline the only way of carrying out the type of work referred to. If in doubt, please contact your local Building Control Authority.

**This document should not be submitted as part of any Building Control application.**

The Council offers a complete Building Control service, from pre application advice on technical aspects and how to make an application, through to plan checking and an inspection regime to ensure a safe and compliant building. We also offer an Energy Performance Assessment service which uses SAP methodology to produce Energy Performance Certificates in respect of both new and existing dwellings. Please contact Building Control for any further information:

**Building Control Contact Details:**

**General enquiries:** Tel: 01509 634757  
01509 634924  
01509 634749 (24 hour answer machine)  
Fax: 01509 260536  
Email: [building.control@charnwood.gov.uk](mailto:building.control@charnwood.gov.uk)  
Web: [www.charnwood.gov.uk/pages/buildingcontrol](http://www.charnwood.gov.uk/pages/buildingcontrol)



Further information can be obtained from The Building Regulations 2010 or from the Council's Building Control Service on request. The views expressed in this document are those of Charnwood Borough Council and do not necessarily represent a guaranteed methodology for compliance with the requirements of the Building Regulations 2010. Charnwood Borough Council accepts no liability for any claim that may arise in relation to reliance on the information contained in this document.

### **What is a change of use under Building Regulations?**

There is a material change of use where there is a change in the purposes for which or the circumstances in which a building is used, so that after that change –

#### **Regulation 5 Building regulations 2010**

- Use:** (a) the building is used as a dwelling, where previously it was not;  
(b) the building contains a flat, where previously it did not;  
(c) the building is used as a hotel or a boarding house, where previously it was not;  
(d) the building is used as an institution, where previously it was not;  
(e) the building is used as a public building, where previously it was not;  
(f) the building is not a building described in Classes I to VI in Schedule 2, where previously it was;  
(g) the building, which contains at least one dwelling, contains a greater or lesser number of dwellings than it did previously.  
(h) the building contains a room for residential purposes, where previously it did not.  
(i) the building, which contains at least one room for residential purposes, contains a greater or lesser number of such rooms than it did previously. Or  
(j) the building is used as a shop, where previously it was not.

### **Change of Energy Status**

Definition: "change to a building's energy status" means any change which results in a building becoming a building to which the energy efficiency requirements of these Regulations apply, where previously it was not. This is change requires all thermal elements to meet a threshold value for heat retention, see Approved Document L. (This is legally defines as building works and again is applicable to a building or part of a building)



CITY & COUNTY OF DENVER COMMUNITY PLANNING & DEVELOPMENT BUILDING PERMIT POLICY		
Subject:	CHANGE OF OCCUPANCY AND/OR CHANGE IN USE, PROCEDURES FOR OBTAINING A NEW CERTIFICATE OF OCCUPANCY	
Approved:	Michael Roach, P.E., Building Official	
Number: IBC 3408B	Effective Date: January 5, 2009 Revised: October 14, 2011	Page: 1 of 2

**Reference:** ADMIN Section 142, IBC 3408, IBC 3411.4 and International Existing Building Code (IEBC) Chapter 9.

**General.** No change in the occupancy classification or use of a building, or portion thereof, shall be made without the approval of the Building Official. A new Certificate of Occupancy may be issued when it has been determined by the Building Official that all Code requirements for the change in use/occupancy have been satisfied. In some instances where no alteration to the building, or portion thereof, is required to accommodate the proposed change of use/occupancy, and fulfill the minimum Code requirements, special processing instructions shall apply, resulting in the issuance of a 1C permit, to begin consideration for the issuance of a Certificate of Occupancy.

**Scope.** This policy outlines the process for handling projects involving the change of use/occupancy of a building or portion thereof, specifically the determination of the extent of alteration required to the existing building and building systems to ensure compliance with the minimum requirements of Code for the proposed use/occupancy.

**Change of Use/Occupancy Definition.** A change of use/occupancy is any change in the use, purpose, or level of activity within any building, or portion thereof, that merits a change in application of the requirements of the present building code.

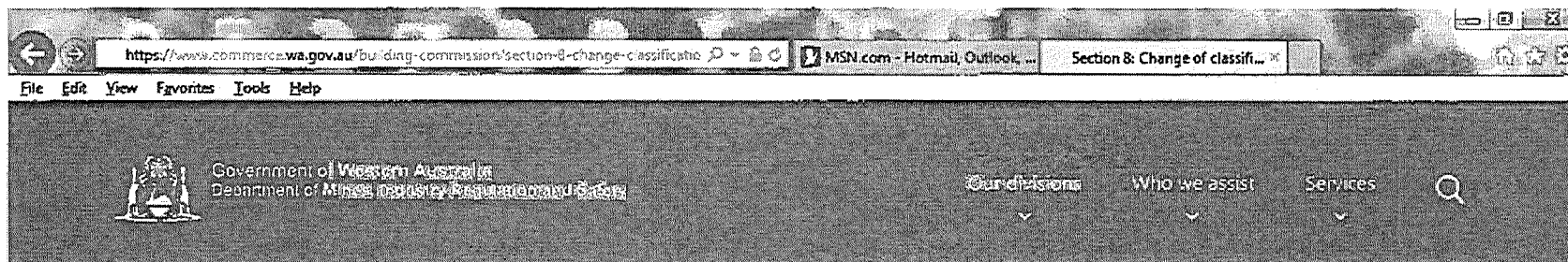
**Procedure:** Where the procedure for evaluation of projects involving the change of use or occupancy of a building, or portion thereof, deviate from standard procedure for the review of construction projects, as a minimum the following will be addressed:

1. The applicant shall obtain approval from Zoning. Zoning approval for the change of use/occupancy is required before the Building Department will begin any review.
2. The applicant shall contact the Department of Public Works Wastewater Management Division for their review and approval requirements associated with proposed change of use/occupancy. The Wastewater Management Division review may occur concurrently with building department plan review.
3. Additional agency reviews may be required depending on the nature of the new use/occupancy. Other agency reviews may include, but are not limited to, Public Works Transportation, Fire Department and the Department of Environmental Health.
4. The applicant shall assemble a submittal package for review by the Building Department. This submittal/application will be logged in as a project for review and Plan Reviewer(s) will be assigned to review the submittal. The submittal package shall include:
  - 4.1. The Zoning review documentation
  - 4.2. To provide context to the assigned Reviewer(s), two sets of as-built floor plans for the building indicating the areas which are affected by the change of occupancy/use and highlighting elements necessary to satisfy all current Code requirements of the proposed occupancy. For projects in large, multi-use or multi-tenant building, two sets of as-built floor plans for the building areas contiguous, and subject to the proposed change of use/occupancy.

CITY & COUNTY OF DENVER COMMUNITY PLANNING & DEVELOPMENT BUILDING PERMIT POLICY		
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Number: IBC 3408B	Effective Date: January 5, 2009 Revised: October 14, 2011	Page: 2 of 2

- 4.3. In addition the Building Department will require two sets of as-built mechanical plans documenting building systems, equipment and ventilation (with special attention to those systems serving the change of use/occupancy).
- 4.4. A letter from the applicant clarifying the the existing use/occupancy of the entire building, including areas for which the use/occupancy will not be changing, and the nature of the new use/occupancy for the building, or portion thereof.
- 4.5. A Plot Plan locating the building relative to surrounding property lines and adjacent structures.
5. The Plans Review Engineers shall review the submittal package. After coordination and communication with the Inspections Administrator, and/or Chief Inspector, necessary inspectors may be dispatched by the Building Inspections Division to clarify questions arising from review of as-built drawings.
  - 5.1. If the Reviewer(s) determine the as-built conditions satisfy the Code provisions applicable to the proposed use/occupancy with no addition or alteration required, a 1C Permit will be created against which the Certificate of Occupancy will be considered. In this circumstance the 1C Permit may be issued to the building owner, per ADMIN Section 131.3, item No.4.
  - 5.2. If the as-built conditions require minor alterations to building systems (exclusive of construction) to meet the minimum Code requirements of the proposed use/occupancy, a 1C Permit may be issued to the building owner, per ADMIN Section 131.3, item No. 4 and subsequent system-type permit(s) will be issued for the alteration work per ADMIN Section 131.3.
  - 5.3. If the as-built conditions are found to be inadequate to meet the Code requirements of the proposed use without the implementation of substantial modifications, including construction of any magnitude, the Plans Review Engineer shall notify the applicant and require submittal of the project in accordance with the full provisions of the Denver Building Code.
6. Permits issued under Section 5.1 of this Policy shall be processed with fees based on the hours required for review and inspection at the current hourly rate for each, established in Policy 2011 ADMIN 138 of the DBC for the review of modified drawings and inspections required by the agency for which no fee is indicated. A minimum charge of two hours per plans reviewer and 2 hours per required inspection shall apply.
7. The Plans Review Engineer shall not issue a 1C Permit through the procedures established in this Policy, until all required agencies and departments have approved the change of use/occupancy. When issued, the 1C Permit shall indicate that a Certificate of Occupancy is required and an inspection record card shall be issued with the 1C Permit.
8. The applicant shall notify the Agency as outlined in ADMIN Section 140 when the change of use/occupancy area covered by the 1C Permit is ready for inspection.
9. After the Agency has inspected the change of use/occupancy area and finding no violations of the provisions of the Code The new Certificate of Occupancy shall be issued in accordance with the procedure outlined in ADMIN Section 142.4.

**END OF DOCUMENT**



Home → Building Commission → Building approvals → A guide to the building approvals process in WA → A guide to the building approvals process in WA →  
Section 8: Change of classification or use of a building

## Section 8: Change of classification or use of a building

### Scheduled system outage

AssociationsOnline, BondsOnline and Licence renewals will be unavailable from 5pm on Friday, 23 February until 8am on Monday, 26 February to allow for scheduled system improvements. We apologise for any inconvenience this may cause.

This page is for: [Building surveyor](#) [Builder](#) [Permit authority](#) [Home buyer / owner](#)

Sometimes a building owner or occupier may wish to use the building for a purpose contrary to the approved use or classification of the building detailed on the current occupancy permit. The Building Act sets out the process for obtaining approval for either a change of classification or a change of use within the same classification.

Sometimes a building owner or occupier may wish to use the building for a purpose contrary to the approved use or classification of the building detailed on the current occupancy permit. The Building Act sets out the process for obtaining approval for either a change of classification or a change of use within the same classification.

### Change of classification (ss. 43, 49(b) and r. 47)

This is when it is proposed to change the existing BCA classification of a building or incidental structure to a completely different classification. For example, a Class 5 office building is proposed to be used as a Class 9b assembly building.

### Also in this section

[Section 1 \(continued\): Coverage, exemptions and responsibilities](#)

[Section 5: Permits and processes](#)

[Section 6: Notices of completion and cessation](#)

[Section 7: Providing information to the FES Commissioner](#)

[Section 9: Unauthorised building work](#)

[Section 10: Processing applications](#)

[Section 10 \(continued\): Processing applications](#)

[Section 11: Work affecting other land](#)

[Section 12: Keep up to date](#)

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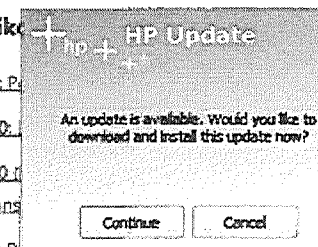
[Section 5: P](#)

[Section 10:](#)

[Section 10:](#)

[applications](#)

[Section 7: P](#)



# MEMO

To: Northfield Township Board  
From: Lenore Zelenock, Treasurer  
Date: 02/22/2018  
Re: Security Agreement Between First National Bank in Howell and Northfield Township

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I am requesting approval of the Security Agreement between First National Bank in Howell and Northfield Township as revised by our Township attorneys.

The revision made by our attorneys is on page 3 item 4.03. The revision insures that investments made to security our account balances comply with the State Statute (MCL 129.91, as amended).

## SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Agreement") dated as of January 1, 2018 (the "Effective Date"), by and between First National Bank in Howell (the "Grantor") Northfield Township a Michigan municipality (together with its successors and assigns, the "Secured Party").

### WITNESSETH:

WHEREAS, the Secured Party and Grantor are parties to a certain Account Agreements, copies of which are attached as Exhibit A (as amended, restated, supplemented or otherwise modified from time to time, and collectively, and individually, referred to as the "Account Agreement") whereby Secured Party has deposited with Grantor certain public moneys; and

WHEREAS, the Grantor has agreed that its obligations under the Account Agreement, in excess of the amount insured by the Federal Deposit Insurance Corporation ("FDIC"), shall be secured by the security interests contemplated by this Agreement in favor of the Secured Party

NOW, THEREFORE, in order to induce the Secured Party to enter into the transactions contemplated by the Account Agreement, the Grantor and the Secured Party hereby covenant and agree as follows:

Section 1. Definitions. All terms defined in this Agreement in the singular form shall have the same meanings when used in the plural and vice versa. The words "hereof," "herein," and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section, subsection, schedule and exhibit references are to this Agreement unless otherwise specified. All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto. In addition, as used herein:

"Business Day" shall mean a day other than a Saturday, a Sunday, an official holiday in Detroit, Michigan or any other day on which banks in Detroit, Michigan are generally closed for business to the public.

"Collateral Value" has the meaning specified in Section 4.01 of this Agreement.

"Deposit Balance" shall mean Secured Party's balance of deposits with Grantor, not to exceed the amount of four-million, five -hundred-thousand dollars (\$4,500,000 ).

"Event of Default" has the meaning specified in Section 4.07 of this Agreement.

"Minimum Collateral Value" has the meaning specified in Section 4.01 of this Agreement.

"Obligations" shall mean, collectively, all obligations of every kind and character now or hereafter existing (whether matured or unmatured, contingent or liquidated) of the Grantor under the Account Agreement.

"Permitted Investments" has the meaning specified in Section 4.02 of this Agreement.

"Pledge Agreement" means the Pledgor/Pledgee Authorization of even date herewith among the Grantor, the Secured Party and the Securities Intermediary, as amended or otherwise modified from time to time in accordance with the terms thereof.

"Pledged Collateral" has the meaning specified in Section 2 of this Agreement.

"Proceeds" has the meaning specified in Section 9-102 or as renumbered or amended from time to time of the UCC as in effect on the date hereof.

"Securities Account" has the meaning specified in Section 2 of this Agreement.

"Securities Intermediary" shall mean The Federal Home Loan Bank and any successor thereto.

"Term" shall mean the intervening dates between the Agreement Date and expiration dates as entered in this Agreement.

"UCC" means the Uniform Commercial Code as in effect in the State of Michigan.

Section 2. Pledged Collateral. For the purpose of securing the repayment of the uninsured funds deposited by Secured Party with Grantor and during the term of this Agreement, the Grantor hereby grants to the Secured Party a security interest in and lien upon all of the rights, title and interest, whether now existing or hereafter acquired or arising, in, to and under the following (collectively, the "Pledged Collateral"):

(a) the securities listed in attached Attachment I held in account number 100639002 maintained with the Securities Intermediary (such account, including without limitation any sub-accounts thereof and any successor account thereto, the "Securities Account");

(b) all cash, securities, dividends and credit balances from time to time deposited in or credited to the Securities Account and identified in updates to Attachment I; and

(c) all payments, Proceeds, remedies and other rights in respect of the foregoing.

Section 3. Representations and Warranties. The Grantor represents and warrants to the Secured Party as follows:

(a) This Agreement is the legal, valid and binding obligation of the Grantor, enforceable against the Grantor in accordance with its terms, except to the extent enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditor's rights generally and by equitable principles (regardless of whether enforcement is sought in equity or at law).

(b) The execution, delivery and performance by the Grantor of this Agreement do not contravene any law or contractual restriction binding or affecting the Grantor.

(c) Except as otherwise contemplated hereby, no authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the Grantor of this Agreement or for the consummation of the transactions contemplated hereby.

(d) The Grantor is the sole beneficial owner of the Pledged Collateral, and the Pledge Collateral is free and clear of any liens,

encumbrances, security interests or other charges or rights of third parties whatsoever. None of the Pledged Collateral is in the possession of any person (other than the Grantor) asserting any claim thereto or security interest therein that is not permitted hereunder, except that the Secured Party or its designee or the Securities Intermediary may have possession of Pledged Collateral as contemplated hereby.

(e) The Grantor shall not in any event change its principal place of business or its jurisdiction of organization if such change would cause the security interest in such Pledged Collateral to lapse or cease to be perfected unless prior to taking such action it shall have taken such actions as may be necessary to prevent such lapse in perfection or failure to be perfected.

Section 4. Maintenance of Pledged Collateral.

4.01 Addition of Pledged Collateral; Withdrawal of Pledged Collateral.

(a) Addition of Pledged Collateral. The market value of the Pledged Collateral maintained in the Securities Account (the "Collateral Value"), will be provided to Secured Party by Grantor monthly. The market value shall be obtained from a securities pricing service, a primary dealer in securities, or a publication recognized as a reliable source of securities valuation. The Grantor hereby covenants and agrees that the Collateral Value shall at all times be equal to or greater than Secured Party's Deposit Balance, including accrued interest, that is in excess of the prevailing FDIC-insured limit on deposit accounts (the "Minimum Collateral Value"), and to update Attachment I with additions to and subtractions therefrom. Grantor shall have the right to withdraw and add securities from and to the Securities Account, provided that the Collateral Value equals or exceeds the Minimum Collateral Value and such changes are made to Attachment I. In the event that the Grantor receives notice or obtains knowledge that the Collateral Value is less than the Minimum Collateral Value, the Grantor shall, within one Business Day, deposit to the Securities Account cash or Permitted Investments such that, immediately after such delivery, the Collateral Value of the Pledged Collateral is not less than the Minimum Collateral Value and identify any changes to Attachment I.

(b) Use of Pledged Collateral. If on any date on which the Grantor is required to make a payment in respect of the Obligations any portion of such payment is not made in whole or in part, the Secured



Party may, in its discretion, sell, redeem or liquidate all or any portion of the Pledged Collateral and cause the proceeds of such sale, redemption or liquidation, net of expenses incident thereto, to be applied to make such payment.

(c) Withdrawal of Excess Pledged Collateral. If the Collateral Value exceeds the Minimum Collateral Value (such excess being "Excess Pledged Collateral"), the Grantor may direct the Securities Intermediary to withdraw any Pledged Collateral from the Securities Account in an amount sufficient to reduce the Collateral Value to an amount not less than the Minimum Collateral Value and identify any changes to Attachment I. Subject to the confirmation by the Secured Party of the amount of such Excess Pledged Collateral, the Securities Intermediary shall make such withdrawal in accordance with the written instructions of the Grantor. The Pledged Collateral to be withdrawn shall be selected by Grantor.

4.02 Permitted Investments. All funds on deposit in the Securities Account may be invested in such Permitted Investments as shall be specified by the Grantor in writing to the Secured Party from time to time; provided, that if the Grantor shall fail to specify such Permitted Investments in a timely manner or if an Event of Default has occurred, the Secured Party may (but shall have no obligation to) specify Permitted Investments. All such investments shall be redeemable upon demand or shall mature within 30 days of the date such investment is made. The Secured Party shall not be liable for any loss incurred in connection with any investment in the Securities Account. All interest and other income earned in respect of the investments held in or credited to the Securities Account shall be credited to the Securities Account.

4.03 For purposes of this Agreement, "Permitted Investments" means (a) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality thereof; (b) time deposits and certificates of deposit having maturities of no more than 90 days from the date of acquisition, maintained with or issued by any commercial bank having a short-term rating not less than "A-1" or the equivalent thereof from Standard & Poor's Ratings Services ("S&P"), "P-1" or the equivalent thereof from Moody's Investors Service ("Moody's") and, if rated by Fitch, Inc. ("Fitch"), not less than "F1" or the equivalent thereof from Fitch; (c) repurchase obligations for underlying securities of the types described in clause (a); (d) commercial paper maturing within 270 days after the date of acquisition and having a rating of not less than "A-1"

~~or the equivalent thereof from S&P, "P-1" or the equivalent thereof from Moody's and, if rated by Fitch, not less than "F1" or the equivalent thereof from Fitch and (e) freely redeemable shares in money market funds rated in the highest applicable rating category by Moody's, S&P and (if rated by Fitch) by Fitch, and (f) securities or obligations of any state of the United States or any political subdivision of such state that are rated as investment grade by not less than one standard rating service; those investments set forth in MCL 129.91, as amended, and in the manner in which they are directed to be made therein.~~

4.04 Other Financing Statements and Liens. Without the prior written consent of the Secured Party, the Grantor shall not pledge, assign or otherwise encumber the Pledged Collateral, sell the Pledged Collateral, or grant any option (except as otherwise provided herein) in the Pledged Collateral nor file or suffer to be on file, or authorize or permit to be filed or to be on file, in any jurisdiction, any financing statement or like instrument with respect to the Pledged Collateral in which the Secured Party is not named as the sole secured party.

4.05 Preservation of Rights. The Secured Party shall not be required to take steps necessary to preserve any rights against prior parties to any of the Pledged Collateral. The Secured Party's sole duty with respect to the custody, safekeeping and physical preservation of the Pledged Collateral in its possession, under Article 9 of the UCC or otherwise, shall be to deal with it in the same manner as the Secured Party deals with similar property for its own account. Neither the Secured Party, nor any of its officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Pledged Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Pledged Collateral upon the request of the Grantor or otherwise.

4.06 Special Provisions Relating to the Pledged Collateral.

(a) The Grantor will indemnify the Secured Party, and save the Secured Party harmless, from any and all liabilities, costs and expenses (including, without limitation, legal fees and expenses) (i) with respect to, or resulting from, any delay in paying, any and all excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Pledged Collateral, (ii) with respect to, or resulting from, any delay in paying any and all filing, registration and recording fees and refiling, re-registration and re-recording fees, and all expenses

incident to the execution and acknowledgment of this Agreement, any agreements supplemental hereto and any instrument of further assurance, and any and all federal, state, county and municipal stamp taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Agreement, any agreement supplemental hereto, any security filing referred to above and any instruments of further assurance, (iii) with respect to, or resulting from, any delay in complying with any law or governmental approval applicable to any of the Pledged Collateral or (iv) arising out of or in connection with any of the transactions contemplated by this Agreement. In any suit, proceeding or action brought by the Secured Party under any Pledged Collateral for any sum owing thereunder, or to enforce any provisions of any Pledged Collateral, the Grantor will save, indemnify and keep the Secured Party harmless from and against all expenses, losses or damages suffered by reason of any defense, set off, counterclaim, recoupment or reduction of liability whatsoever of the account debtor or obligor thereunder, arising out of a breach by the Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such account debtor or obligor or its successors from the Grantor.

(b) The Grantor will do nothing to impair the rights of the Secured Party in the Pledged Collateral. The Grantor assumes all liability and responsibility in connection with the Pledged Collateral acquired by it and the liability of the Grantor to pay its Obligations shall in no way be affected or diminished by reason of the fact that such Pledged Collateral may be lost, destroyed, stolen, damaged or for any reason whatsoever unavailable to the Grantor.

4.07 Events of Default. Any one of the following shall be an "Event of Default" hereunder:

(a) the Grantor shall fail to pay when due any amount payable by it under the Account Agreement, whether at stated maturity, by acceleration or otherwise;

(b) the Grantor shall fail to make when due any addition required to be made by it pursuant to Section 4.01;

(c) the Grantor shall fail to observe or perform any of the other covenants contained in this Agreement, which failure continues uncured for a period of 10 days

after the date on which the Secured Party sends notice to Grantor;

(d) a case or other proceeding shall be commenced in any court without the application or consent of the Grantor, seeking the liquidation, reorganization, debt arrangement, dissolution, winding up or composition or readjustment of debts of the Grantor, the appointment of a trustee, receiver, custodian, liquidator, assignee, sequestrator or the like for the Grantor or any substantial part of their assets, or any similar action with respect to the Grantor under any law (foreign or domestic) relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts and such case or proceeding shall continue undismissed or unstayed and in effect for a period of 30 days; or an order for relief with respect to the Grantor shall be entered in an involuntary case under any applicable bankruptcy, insolvency, reorganization, debt arrangement, dissolution or other similar law now or hereafter in effect of any jurisdiction; or

(e) the Grantor commences a voluntary case or other proceeding under any applicable bankruptcy, insolvency, reorganization, debt arrangement, dissolution or other similar law now or hereafter in effect of any jurisdiction or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) for, the Grantor or for any substantial part of its property, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to, pay its debts generally as they become due.

4.08 Remedies, Etc. At any time an Event of Default has occurred and is continuing:

(a) the Secured Party shall have all of the rights and remedies with respect to the Pledged Collateral of a secured party under the UCC and such additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted, including, without limitation, the right, to the maximum extent permitted by law, to exercise all voting, consensual and other powers of ownership pertaining to the Pledged Collateral as if the Secured Party were the sole and absolute owner thereof (and the Grantor agrees to take all such action as may be appropriate to give effect to such right);



(b) the Secured Party in its discretion may, in its name or in the name of the Grantor or otherwise, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for any of the Pledged Collateral, but shall be under no obligation to do so; and

(c) the Secured Party shall have the right to sell, redeem or otherwise liquidate all or any portion the Pledged Collateral in its sole discretion, it being expressly understood and agreed that the Pledged Collateral is of a type customarily sold in a recognized market and that no prior notice of any such sale, redemption or other liquidation is required.

Instead of exercising the power of sale, redemption or liquidation provided in the preceding clauses of this Section 4.08, the Secured Party may proceed by a suit or suits at law or in equity to foreclose the security interest under this Agreement and sell the Pledged Collateral or any portion thereof under judgment or decree of a court or courts of competent jurisdiction.

The Secured Party as attorney-in-fact pursuant to Section 4.11 hereof may, in the name and stead of the Grantor, make and execute all conveyances, assignments and transfers of the Pledged Collateral sold pursuant to this Section 4.08, and the Grantor hereby ratifies and confirms all that the Secured Party, as said attorney-in-fact, shall do by virtue hereof. Nevertheless, the Grantor shall, if so requested by the Secured Party, ratify and confirm any sale or sales by executing and delivering to the Secured Party, or to such purchaser or purchasers, all such instruments as may, in the judgment of the Secured Party, be advisable for the purpose.

The rights and powers of the Secured Party contained in the preceding clauses of this Section 4.08 shall be in addition to, and not a limitation upon, any rights and powers of the Secured Party given by law, the UCC (whether or not the UCC applies to the affected Pledged Collateral) and under the Uniform Commercial Code as from time to time in effect in the state in which the Pledged Collateral is located, and shall be enforceable to the maximum extent then permitted at law or in equity.

4.09 Deficiency. If the Proceeds of sale, collection or other realization of or upon the Pledged Collateral pursuant to Section 4.08 hereof are insufficient to cover the reasonable costs and expenses of such realization and the payment in full of the Obligations, the Grantor shall remain liable for any deficiency.

4.10 Application of Proceeds. Except as otherwise herein expressly provided, the proceeds of any collection, sale or other realization of all or any part of the Pledged Collateral pursuant hereto, and any other cash at the time held by the Secured Party under Section 2 hereof or this Section 4, may, in the discretion of the Secured Party, be held by the Secured Party as collateral for, and/or then or at any time thereafter applied in whole or in part by the Secured Party against, all or any part of the Obligations in such order as the Secured Party shall elect.

4.11 Attorney-in-Fact. The Grantor irrevocably appoints any officer of the Secured Party with full power of substitution as the attorney-in-fact of the Grantor, effective on the date hereof and terminating upon the payment in full of the Obligations and the termination of this Agreement, for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instruments that such attorney-in-fact may deem necessary or advisable to accomplish the purposes hereof, which appointment as attorney-in-fact is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, the Grantor hereby gives the Secured Party the power and right, on behalf of the Grantor, without notice to or assent by the Grantor, to do the following:

(a) upon the occurrence and during the continuance of any Event of Default, to pay or discharge taxes and liens levied or placed on or threatened against the Pledged Collateral; and

(b) upon the occurrence and during the continuance of any Event of Default, (A) to direct any notices and other documents in connection with any of the Pledged Collateral; (B) to deliver a notice of exclusive control to the Securities Intermediary as contemplated by the Pledgor/Pledgee Authorization and otherwise assume exclusive dominion and control over the Securities Account; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Pledged Collateral or any party thereof and to enforce any other right in respect of any Pledged Collateral; (D) to defend any suit, action or proceeding brought against the Grantor with respect to any Pledged Collateral; (E) to settle, compromise or adjust any suit, action or proceeding described in clause (D) above and, in connection therewith, to give such discharges or releases as the Secured Party may deem appropriate; (F) to assign, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Pledged Collateral for

all purposes, and to do, at the Secured Party's option and the Grantor's expense, at any time, or from time to time, all acts and things that the Secured Party reasonably deems necessary to protect, preserve or realize upon the Pledged Collateral and the Secured Party's liens thereon and to effect the intent of this Agreement, all as fully and effectively as the Grantor might do.

The powers conferred on the Secured Party under the preceding clause of this Section 4.11 are solely to protect the Secured Party's interests in the Pledged Collateral and shall not impose any duty upon the Secured Party to exercise any such powers. The Secured Party shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, employees, affiliates or agents shall be responsible to the Grantor for any act or failure to act hereunder, except solely for their direct own gross negligence or willful misconduct, and the Secured Party hereby specifically disclaims any liability for negligence.

4.12 Maintenance of Account Control Agreement. The Grantor shall cause the Securities Account to be subject at all times to the Pledgor/Pledgee Authorization.

4.15 Further Assurances. The Grantor hereby covenants and agrees that it shall, at its sole expense, at any time and from time to time, promptly execute and deliver all further instruments and documents and take all further action that may be necessary or desirable or that the Secured Party may request in order to (i) perfect and protect the security interest created hereby, (ii) enable the Secured Party to exercise and enforce its rights and remedies hereunder in respect of the Pledged Collateral or (iii) otherwise effect the purposes of this Agreement, including, without limitation, the execution and delivery of such UCC-1 financing statements as the Secured Party may request. The Grantor hereby authorizes the Secured Party to file one or more financing statements under the Uniform Commercial Code of any applicable jurisdiction naming Grantor as debtor and the Secured Party as secured party and indicating therein the types or describing the items of Collateral, without the signature of the Grantor. The Grantor will pay any applicable filing fees and related expenses. A carbon, photographic or other reproduction of this Agreement shall be sufficient as a financing statement for filing in any jurisdiction.

4.17 FDIC Insurance Coverage. The Pledge of securities by Grantor to secure the deposits of the

Secured Party shall be in addition to, and shall in no way eliminate or diminish the insurance coverage to which Secured Party may be entitled under the rules and regulations of the FDIC or any private insurance carried by Grantor for purposes of protecting the claims and rights of its depositors.

4.18 Termination of Account Agreement and this Agreement. The parties agree that upon the earlier of (a) the expiration of the Term of this Agreement, (b) termination of the Account Agreement, (c) the failure of Secured Party to maintain the Minimum Account Balances or at such time that Grantor has paid and accounted for all of the funds of Secured Party that were deposited with Grantor, or (d) the Secured Party's notice to Grantor, as provided in this Section 4.18, that it wishes to cause an early termination of this Agreement, then and in that event any and all securities pledged as collateral under this Agreement shall be released from the security interest created hereby, and the Secured Party and Grantor shall take whatever actions that may be necessary to cause a transfer of such securities to the Grantor free and clear of any liens created hereunder or a full and complete release of the Pledged Collateral. Notwithstanding anything in this Agreement to the contrary Secured Party may, upon thirty (30) days' prior notice to Grantor, elect to terminate this Agreement at any time, for any or no reason, upon which event Grantor shall have the right to terminate and close all accounts maintained under the Account Agreements without premium or penalty.

#### Section 5. Miscellaneous.

5.01 No Waiver; Cumulative Remedies. The Secured Party shall not by an act (except by a written instrument pursuant to Section 5.04 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Secured Party would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law or by this Agreement or otherwise and shall be enforceable to



the maximum extent then permitted at law or in equity.

5.02 Notices. All notices and other communications to any party provided for hereunder shall be in writing (including telegraphic communication) and mailed, sent by telecopier or hand delivered to such party at its address for notices provided in this Agreement or to such other address as shall be designated by such party from time to time.

5.03 Amendments, Etc. No amendment or waiver of any provision of this Agreement nor consent to any departure by the Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Secured Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

5.04 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Grantor, the Secured Party and each holder of any of the Obligations; provided, however, that the Grantor shall not assign or transfer its rights hereunder without the prior written consent of the Secured Party.

5.05 Captions. The captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.

5.06 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

5.07 Governing Law and Venue. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN.

5.8 Severability. If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (i) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of the Secured Party in order to carry out the intentions of the parties hereto as nearly as may be possible and (ii) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not

affect the validity or enforceability of such provision in any other jurisdiction.

5.9 Continuing Security Interest. This Agreement shall create a continuing security interest in the Pledged Collateral and shall (a) remain in full force and effect until payment in full of the Obligations (subject to the prior expiration of the Term of this Agreement), (b) be binding upon the Grantor, its successors, and assigns, and (c) inure to the benefit of the Secured Party and its successors, transferees and assigns.

IN WITNESS WHEREOF, the parties hereto  
have caused this Agreement to be duly executed and  
delivered as of the day and year first above written.

FIRST NATIONAL BANK IN HOWELL

By: \_\_\_\_\_  
Name: Randy Greene  
Title: Vice President, Retail Banking Administrator

SECURED PARTY: Northfield Township

By: \_\_\_\_\_  
Name: Lenore Zelnock  
Title: Township Treasurer

**Expiration: March 31, 2018**



## ATTACHMENT I

LIST OF PLEDGED SECURITIES  
NORTHFIELD TOWNSHIP

CUSIP	PLEDGE	DESCRIPTION	SAFEKEEPING LOCATION	1/31/2018 AMT PLEDGED	Rating	
					Moody's	S & P
3138EJRR1	NORTHFIELD TWP	FNMA Pool #AL2295	FHLB	\$996,893.71		
3138EJKA5	NORTHFIELD TWP	FNMA Pool #AL2088	FHLB	1,419,709.16		
36202FJC1	NORTHFIELD TWP	GNMA II Pool #4759	FHLB	222,340.55		
3128PUHK1	NORTHFIELD TWP	FHLMC Pool #J14734	FHLB	383,007.13		
651075AY9	NORTHFIELD TWP	NEWCASTLE WA	FHLB	83,714.40	NA	AAA
774836FA3	NORTHFIELD TWP	ROCORI MN AREA SCHS INDEP SCHD	FHLB	196,140.00	Aa2	NA
28209NB7	NORTHFIELD TWP	EFFINGHAM CNTY GA INDL DEV AUT	FHLB	183,697.80	A1	NA
3138EMEUI	NORTHFIELD TWP	FNMA Pool #AL4646	FHLB	1,341,101.57		
		TOTAL SECURITIES PLEDGED-NORTHFIELD TOWNSHIP		<u>\$4,826,604.32</u>		

**Rating Code:**  
 NR= not rated or never rated  
 WR= withdrew rating

Minimum Pledge amount- \$4,500,000.00

**EXHIBIT A**

**ATTACHED ACCOUNT AGREEMENT**

Accounts included in this Security Agreement are:

DDA 8103921 (MIF)  
DDA 8103947 (Trust & Agency)  
DDA 8103954 (Police Narcotics)  
DDA 81032970 (Federal Drug Forfeiture)  
DDA 8103996 (Payroll)  
DDA 8104044 (Health)  
DDA 8104226 (Police Officers Assn)  
CD 11007499

# Memo

To: Northfield Township Board of Trustees  
From: Marlene Chockley, Supervisor  
RE: Redevelopment Ready Communities Program  
Date: February 22, 2018

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## **Background**

On January 25<sup>th</sup>, Steve Aynes and I attended the first half of the Redevelopment Ready Communities (RRC) program put on by the Michigan Economic Development Corporation.

This Redevelopment Ready Program focuses on laying the groundwork to be ready respond to businesses and developers exploring projects in the community. It looks at planning and zoning processes from a business perspective. Several communities in the area are certified Redevelopment Ready or are in the process of becoming so. I believe that Northfield Township will benefit greatly from their professional evaluation of our processes and the marketing and potentially even grant assistance that can come from it.

The presenter noted that \$20,000 may be available to assist with zoning ordinance improvements or \$25,000 for Master Plan development should we decide to become engaged in the program.

Additionally, communities that are certified are eligible to have specific parcels marketed by the state to the development community.

## **Action Requested**

Please look over the enclosed information and come prepared to consider a resolution to become engaged in the program. Thank you.

Respectfully,

Marlene Chockley

# RRC SELF-EVALUATION



A tool for Michigan communities  
seeking RRC certification

# RRC SELF-EVALUATION FORM

The Redevelopment Ready Communities\* (RRC) best practices self-evaluation is a tool for communities seeking RRC certification<sup>1</sup>. Any community looking to formally engage in the program must completely fill out<sup>1</sup> the self-evaluation to demonstrate that they are taking proactive steps to achieve certification. Communities who do not plan to pursue RRC certification can also use the self-evaluation document as a guide to measure and improve local development processes.

This tool should be used to determine which of the [RRC best practices](#) are being met, and those that are not. It can act as a guide to identify action items, and as a work plan to assign tasks and deadlines to accomplish evaluation criteria. Though the self-evaluation guide does assist communities to measure themselves to the RRC best practices, a community can only receive RRC certification through a formal evaluation by RRC staff.

Ideally, the self-evaluation is completed with input from all parties involved in development. A successful approach often involves an internal team including the manager or supervisor and staff from the planning, building, zoning, and economic development departments.

The following are instructions for completing the self-evaluation;

- Collaborate with all necessary departments to ensure the self-evaluation process goes smoothly.
- Review each criteria and check the box designating completion.
- Add a description in the comment box explaining how the criteria is being met, or if it is not, how the community plans to meet it.
- For completed tasks, provide a link and/or documentation of the work in the comments section. Attaching documents to an email is also acceptable.
- Identify next steps, key stakeholders and time lines to complete missing criteria.

The self-evaluation guide is broken up for each of the six best practices. Please refer to the RRC best practices document and follow along for maximum efficiency. If during the self-evaluation process something is unclear or a question arises, contact your [CA Team specialist](#).

<sup>1</sup> Self-evaluations should be thoroughly completed and as detailed as possible. Completing a self-evaluation indicates that the community has filled out all sections in the self-evaluation. It does not mean that the community has to meet all of the criteria prior to formal engagement in the program.

**BEST PRACTICE ONE:** Community plans and public outreach

<b>Community name:</b>			
<b>Name of person (s) completing self-evaluation:</b>			
<b>MASTER PLAN</b>			
<b>1</b>	When was your <a href="#">master plan</a> last updated?		
	Please provide a master plan PDF or web link:		
<b>2</b>	Does your community annually report on the master plan's progress to the governing body?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Describe when and how your community annually reports on master plan progress?		
<b>3</b>	When will you next update your master plan?		

<b>DOWNTOWN PLAN AND CORRIDOR PLAN (if applicable)</b>			
<b>1</b>	Do you have a downtown plan and/or a DDA/TIF plan?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Please provide a downtown plan and/or DDA/TIF PDF or web link:		
<b>2</b>	When will you next update your downtown plan?		
<b>3</b>	Do you have a corridor plan?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Please provide a corridor plan PDF or web link:		
<b>4</b>	When do you estimate you will adopt or update your corridor plan?		

<b>CAPITAL IMPROVEMENTS PLAN</b>			
<b>1</b>	Has the governing body adopted a <a href="#">capital improvements plan (CIP)</a> detailing a minimum of six years of projects and improvements?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	If yes, please provide a PDF or web link:		
<b>2</b>	Is the CIP reviewed annually?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	If yes, when:		
<b>3</b>	When do you estimate you will adopt or update your CIP?		



**BEST PRACTICE ONE:** Community plans and public outreach

PUBLIC PARTICIPATION				
1	Does your community have a documented <a href="#">public participation strategy</a> for engaging a diverse set of community stakeholders?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
	If yes, please provide a PDF or web link:			
2	Describe recent public engagement efforts in your community:			
3	Are third party consultants required to follow the public participation strategy?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
4	What <b>basic methods</b> have your community used? <input type="checkbox"/> Open Meetings Act <input type="checkbox"/> Local cable notification <input type="checkbox"/> Flier posting on community hall door <input type="checkbox"/> Newspaper posting <input type="checkbox"/> Postcard mailings <input type="checkbox"/> Announcements at governing body meetings <input type="checkbox"/> Website posting <input type="checkbox"/> Attachments to water bills			
5	What <b>proactive methods</b> have your community used? <input type="checkbox"/> Individual mailings <input type="checkbox"/> Focus groups <input type="checkbox"/> One-on-one interviews <input type="checkbox"/> Charrettes <input type="checkbox"/> Social networking <input type="checkbox"/> Crowd-sourcing <input type="checkbox"/> Community workshops <input type="checkbox"/> Canvassing			
6	How does your community track the success of community engagement efforts?			
7	How does your community share the results of public participation processes?			
8	Please list your key stakeholders for public participation:			

## RRC SELF-EVALUATION FORM

## BEST PRACTICE TWO: Zoning regulations

## ZONING REGULATIONS

**1** Please provide your community's zoning ordinance PDF or web link:

2	Has the community reviewed the <a href="#">master plan's zoning plan</a> to determine if changes to the zoning map or ordinance text are necessary to implement the master plan vision?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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<b>3</b>	Has the community reviewed the zoning district intent statements to ensure they reflect the master plan's land-use recommendations?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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4	Does your community have a <a href="#">complete streets policy</a> ?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Please provide PDF or web link:		

<b>5</b>	Is the zoning ordinance user-friendly, portraying clear definitions and requirements?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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6	Is the zoning ordinance available in hard copies at convenient locations?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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Are there any key challenges or issues with your existing zoning code?

What would be included in your next update?

8	When do you estimate you will next update your zoning ordinance?
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# RRC SELF-EVALUATION FORM

## BEST PRACTICE THREE: Development review process

DEVELOPMENT REVIEW PROCESS			
<b>1</b>	Are your planning and zoning services done: <input type="checkbox"/> in-house <input type="checkbox"/> contracted out?		
	Name of consultant:		
<b>2</b>	Are your building services (i.e., plan review, inspections) done: <input type="checkbox"/> in-house <input type="checkbox"/> contracted out?		
	Name of consultant:		
<b>3</b>	What departments/representatives engage in joint site plan reviews?		
<b>4</b>	Where are internal development review roles, responsibilities and timelines documented?		
	Please provide a PDF or web link:		
<b>5</b>	Does the community define and offer conceptual site plan review meetings for applicants?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Please explain in detail or provide a PDF or web link:		
<b>6</b>	How does the community inform potential applicants of required application materials? <input type="checkbox"/> Posted online <input type="checkbox"/> Internal checklist <input type="checkbox"/> It's only in the zoning ordinance <input type="checkbox"/> Other		
<b>7</b>	Does your community encourage applicants to solicit feedback from neighboring businesses, residents and/or community groups?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	If yes, please explain:		
<b>8</b>	Site plans for permitted uses are approved: <input type="checkbox"/> administratively <input type="checkbox"/> by the planning commission		
<b>9</b>	How does community development staff coordinate with permitting and inspections staff to ensure a smooth and timely development process?		

RRC SELF-EVALUATION FORM

## BEST PRACTICE THREE: Development review process

10	What kind of tracking mechanism does the community use for projects through the site plan review and permitting/inspections process?
14	Who has your community identified and trained to perform project intake and point of contact responsibilities? <i>Responsibilities include: receiving and processing applications and site plans; maintaining contact with the applicant; facilitating meetings, processing applications after approval; and coordinating projects with permitting and inspections staff</i>
15	Please list any challenges or key issues your community faces in regard to your development review process:

# RRC SELF-EVALUATION FORM

## BEST PRACTICE THREE: Development review process

GUIDE TO DEVELOPMENT			
<b>1</b>	Does your community maintain an online guide to development that explains policies, procedures, and steps to obtain approvals?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>2</b>	<p>Which of the following does your community's online guide to development include?</p> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> Relevant contact information  <input type="checkbox"/> Relevant meeting schedules  <input type="checkbox"/> Easy-to-follow step-by-step flowcharts  <input type="checkbox"/> Conceptual meeting procedures  <input type="checkbox"/> Relevant ordinances to review prior to site plan submission.  <input type="checkbox"/> Site plan review requirements and application.  <input type="checkbox"/> Clear explanation for site plans that can be approved administratively.                 </div> <div style="width: 50%;"> <input type="checkbox"/> Rezoning request process and application  <input type="checkbox"/> Variance request process and application  <input type="checkbox"/> Special land use request process and application  <input type="checkbox"/> Fee schedule  <input type="checkbox"/> Special meeting procedures  <input type="checkbox"/> Financial assistance tools  <input type="checkbox"/> Design guidelines and related processes  <input type="checkbox"/> Building permit requirements and applications                 </div> </div>		
<b>3</b>	Does your community annually review the fee schedule?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	When was it last amended?		
<b>4</b>	Does your community accept credit card payments for services?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>5</b>	<p>What are your key next steps to ensure the development review process meets the best practice criteria?</p>    <p>Provide PDFs or web links to the documents listed above:</p>    		
<b>6</b>	<p>Please list any challenges or key issues your community faces in regard to having an online guide to development:</p>       		

# RRC SELF-EVALUATION FORM

## BEST PRACTICE FOUR: Recruitment and education

NEW APPOINTED/ELECTED OFFICIALS				
<b>1</b>	Does the community outline expectations and <a href="#">desired skill sets for open board and commission seats?</a>		Yes <input type="checkbox"/>	No <input type="checkbox"/>
	If so, how:			
<b>2</b>	Are the applications for board and commission positions accessible online?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
	If so, please provide web link:			
<b>3</b>	Does the community provide orientation packets to all appointed and elected members of development related boards and commissions?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
	If yes, please provide a list of all information provided in the orientation packet:			
<b>4</b>	Does the community have an annual training budget allocated for elected and appointed officials and staff?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>5</b>	How does your community track attendance for trainings for staff, elected and appointed officials?			
<b>6</b>	How does your community identify training needs and trainings that assist in accomplishing stated goals and objectives?			
<b>7</b>	How does your community notify and encourage staff and elected and appointed officials to attend trainings?			

# RRC SELF-EVALUATION FORM

## BEST PRACTICE FOUR: Recruitment and education

COMMUNICATION			
<b>1</b>	How does the community share information between elected and appointed officials and staff?		
<b>2</b>	Does the community conduct collaborative work sessions and joint trainings on development topics?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>3</b>	How is training information shared with those not in attendance?		
<b>4</b>	Does the planning commission prepare an annual report for the governing body?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	If yes, please provide a PDF or web link:		
<b>5</b>	Please identify any challenges or key issues your community has in regard to training or collaboration:		

# RRC SELF-EVALUATION FORM

## BEST PRACTICE FIVE: Redevelopment Ready Sites®

REDEVELOPMENT READY SITES®			
<b>1</b>	Does the community maintain a list of priority sites?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>2</b>	Is this priority site information available to the public?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	If yes, please provide PDF or web link:		
<b>3</b>	Has your community developed a vision for the priority redevelopment sites that includes outcomes and specific development criteria?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>4</b>	Has the community identified champions for the redevelopment site(s)?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Has the community deemed their priority redevelopment sites controversial?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>5</b>	If yes, how has the community required or provided additional public engagement:		
	Has the community identified negotiable development tools, resources and financial incentives for prioritized redevelopment sites?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>6</b>	If yes, how is the availability of these tools, resources and incentives made available to the public:		
<b>7</b>	Has your community assembled a "Property Information Package" (PIP) for at least one of your community's redevelopment sites—which includes or identifies the criteria listed in the best practices?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>8</b>	If your community has compiled a PIP, how is it actively marketed?		
<b>9</b>	Please describe any challenges or key issues related to redevelopment sites in your community:		



# RRC SELF-EVALUATION FORM

## BEST PRACTICE SIX: Community prosperity

ECONOMIC DEVELOPMENT STRATEGY			
<b>1</b>	Does your community have an approved <a href="#">economic development strategy</a> ?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	If yes, please provide a PDF or web link:		
<b>2</b>	Does your community annually report progress made on the economic development strategy to the governing body?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>3</b>	Did your community participate in the development of your regional economic development strategy?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
MARKETING AND PROMOTION			
<b>1</b>	Does your community have a <a href="#">marketing strategy</a> ?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	If yes, please provide a PDF or web link:		
<b>2</b>	Please explain how your community coordinates marketing efforts with local, regional and state partners:		
<b>3</b>	Please explain any challenges or key issues your community has regarding marketing and promotion:		
WEBSITE			
<b>1</b>	Does your community's website contain or link to the following planning, zoning and development information: <div style="display: flex; flex-wrap: wrap; padding: 5px;"> <div style="width: 33%;"><input type="checkbox"/> Master plan and amendments</div> <div style="width: 33%;"><input type="checkbox"/> Zoning ordinance</div> <div style="width: 33%;"><input type="checkbox"/> Board and commission applications</div> <div style="width: 33%;"><input type="checkbox"/> Downtown plan</div> <div style="width: 33%;"><input type="checkbox"/> Guide to Development</div> <div style="width: 33%;"><input type="checkbox"/> Property information packages</div> <div style="width: 33%;"><input type="checkbox"/> Corridor plan</div> <div style="width: 33%;"><input type="checkbox"/> Online payment option</div> <div style="width: 33%;"><input type="checkbox"/> Economic development strategy</div> <div style="width: 33%;"><input type="checkbox"/> Capital improvements plan</div> <div style="width: 33%;"><input type="checkbox"/> Partner organizations</div> </div>		

# RRC SELF-EVALUATION FORM

I certify that the RRC self- evaluation has been completed accurately.

*Signature*

Now that you have completed the RRC self-evaluation, here are the next steps to become formally engaged in the program:

- Representative from your community attends all six of the [RRC best practice training series sessions](#).
- Email this completed form to your [CA Team specialist](#).
- Governing body adopts a resolution of intent to participate in the RRC program.

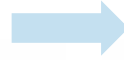


## CERTIFICATION PROCESS

### STEP ONE ENGAGEMENT



### STEP TWO EVALUATION



### STEP THREE CERTIFICATION

Community reviews RRC Best Practices and program information online and contacts regional CATeam specialist



Community completes RRC Best Practice training series



Community thoroughly completes RRC self-evaluation



Community's governing body adopts resolution of intent to participate in program



Community submits completed RRC self-evaluation and resolution to regional CATeam specialist



Community information reviewed



Community placed into RRC pipeline



Community receives formal welcome and information



MOU signed between community and MEDC

Community submits additional documentation as necessary



Stakeholder interviews and meeting observations



Data and information analyzed



RRC advisory council provides technical expertise for baseline report



Baseline report presented to the community



Community's governing body adopts resolution to proceed within 30 days of baseline report presentation

Community completes missing RRC best practice criteria



Community submits quarterly progress reports



Community accomplishes all RRC best practice criteria

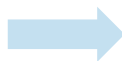


Certification awarded



Community submits biannual progress reports

### PROCESS TIMELINE



Timeline is dependent on the number of communities in the RRC pipeline and the completeness of the information submitted by the community.





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# BEST PRACTICES



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**BEST PRACTICES**

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## If your community plans for future investment, invites public input, and offers superior customer service, then Redevelopment Ready Communities certification® is for you!

The Michigan Economic Development Corporation's Redevelopment Ready Communities® (RRC) program works with Michigan communities seeking to streamline the development approval process by integrating transparency, predictability and efficiency into their daily development practices. RRC is a statewide program that certifies communities who actively engage stakeholders and plan for the future. RRC empowers communities to shape their future by assisting in the creation of a solid planning, zoning and development foundation to retain and attract businesses, investment and talent.

Through RRC, communities commit to improving redevelopment readiness by agreeing to undergo a rigorous assessment, and work to achieve a set of criteria 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, observation and data analysis. After the evaluation, a community is presented

with a report of findings that highlights successes and outlines recommended actions for implementation of missing 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 be awarded certification, a community must meet all RRC best practice criteria.

Redevelopment Ready Communities 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. Once certified, the MEDC will assist in the promotion and marketing of up to three Redevelopment Ready Sites®. 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.

In this document, parts of the best practices will have further explanation. If a word is in **orange**, hover your mouse over it and a yellow box will appear with more information. If a word is orange and **underlined**, it contains a hyperlink. Contact the RRC team at [RRC@michigan.org](mailto:RRC@michigan.org) with questions.

# Best Practice One: Community plans and public outreach

## 1.1—THE PLANS

Best Practice 1.1 evaluates community planning and how a community's redevelopment vision is embedded in the master plan, capital improvements plan, downtown plan and corridor plan. 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 to achieve 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, downtown plan and corridor plan is essential. It is important that planning documents incorporate recommendations for implementation, including goals, actions, timelines and responsible parties.

### EVALUATION CRITERIA 1

The governing body has adopted a master plan in the past five years.

#### EXPECTATIONS

- ☐ The master plan reflects the community's desired direction for the future.
- ☐ The master plan identifies strategies for priority redevelopment areas.
- ☐ The master plan addresses land use and infrastructure, including complete streets elements.
- ☐ The master plan includes a zoning plan.
- ☐ The master plan incorporates recommendations for implementation, including goals, actions, timelines and responsible parties.
- ☐ Progress on the master plan is annually reported to the governing body.
- ☐ The master plan is accessible online.

### EVALUATION CRITERIA 2

The governing body has adopted a downtown plan.

#### EXPECTATIONS

- ☐ The downtown plan identifies development area boundaries.
- ☐ The downtown plan identifies projects, and includes estimated project costs and a timeline for completion.
- ☐ The downtown plan includes mixed-use and pedestrian oriented development elements.
- ☐ The downtown plan addresses transit oriented development, if applicable.
- ☐ The downtown plan coordinates with the master plan and capital improvements plan.
- ☐ The downtown plan is accessible online.

# Best Practice One: Community plans and public outreach

## 1.1—THE PLANS *continued*

### EVALUATION CRITERIA 3

The governing body has adopted a **corridor plan**.

#### EXPECTATIONS

- ☐ The **corridor plan** identifies development area boundaries.
- ☐ The corridor plan identifies projects, and includes estimated project costs and a timeline for completion.
- ☐ The **corridor plan** includes mixed-use and pedestrian oriented development elements.
- ☐ The corridor plan addresses transit oriented development, if applicable.
- ☐ The corridor plan coordinates with the master plan and capital improvements plan.
- ☐ The corridor plan is accessible online.

### EVALUATION CRITERIA 4

The governing body has adopted a capital improvements plan.

#### EXPECTATIONS

- ☐ The **capital improvements plan** details a minimum of six years of public structures and improvements and is reviewed annually.
- ☐ The capital improvements plan coordinates projects to minimize construction costs.
- ☐ The capital improvements plan coordinates with the master plan and budget.
- ☐ The capital improvements plan is accessible online.



# Best Practice One: Community plans and public outreach

## 1.2—PUBLIC PARTICIPATION

Best Practice 1.2 assesses how well a community identifies its stakeholders and engages them, not only during the master planning process, but on a continual basis. A public participation strategy is essential to formalize those efforts and outline how the public will be engaged throughout planning and development processes.

Public participation is the process by which a community consults with interested or affected stakeholders before making a decision. It is two-way communication and collaborative problem solving with the objective of being intentionally inclusive, and the goal

of achieving better and more acceptable decisions. Public participation aims to prevent or minimize disputes by creating a process for resolving issues before they become an obstacle.

The best plans and proposals have the support of many stakeholders from businesses, residents, community groups and elected and appointed community officials. Public engagement should be more frequent and interactive than only soliciting input during the master plan update and public hearings.

### EVALUATION CRITERIA 1

The community has a **public participation strategy** for engaging a diverse set of community stakeholders.

#### EXPECTATIONS

- ☐ The strategy identifies **key stakeholders**, including those not normally at the visioning table.
- ☐ The strategy describes public participation methods and the appropriate venue to use each method.
- ☐ If a third party is consulted, they adhere to the public participation strategy.

### EVALUATION CRITERIA 2

The community demonstrates that public participation efforts go beyond the basic methods.

#### EXPECTATIONS

- ☐ **Basic practices:**
  - **Open Meetings Act**
  - Website posting
  - Postcard mailings
  - Local cable notification
  - Newspaper posting
  - Flier posting on community hall door
  - Attachments to water bills
  - Announcements at governing body meetings
- ☐ **Proactive practices:**
  - Individual mailings
  - Community workshops
  - Social networking
  - One-on-one interviews
  - Charrettes
  - Canvassing
  - Focus groups
  - **Crowd-sourcing**

### EVALUATION CRITERIA 3

The community shares outcomes of public participation processes.

#### EXPECTATIONS

- ☐ The community tracks success of various outreach methods.
- ☐ The community participation results are communicated in a consistent and transparent manner.

# Best Practice Two: Zoning regulations

## 2.1—ZONING REGULATIONS

Best Practice 2.1 evaluates a community's zoning ordinance and how well it regulates for the goals of the master plan.

Zoning is a key tool for plan implementation. Inflexible or obsolete zoning regulations can discourage development and investment. Outdated regulations can

force developers to pursue rezoning or variance requests, extending project timelines, increasing costs and creating uncertainty. Communities should look to streamline ordinances and regulate for the kind of development that is truly desired. In addition, zoning is an essential tool for shaping inviting, walkable, vibrant communities.

### EVALUATION CRITERIA 1

The governing body has adopted a zoning ordinance that aligns with the goals of the master plan.

### EXPECTATIONS

- ☐ The community has evaluated the master plan's recommendations to determine if changes to the zoning map or ordinance are needed.

### EVALUATION CRITERIA 2

The zoning ordinance provides for areas of concentrated development in appropriate locations and encourages the type and form of development desired.

### EXPECTATIONS

- ☐ The ordinance allows mixed-use by right in designated areas of concentrated development.
- ☐ The community has reviewed the ordinance to consider how form-based zoning could help achieve community goals.
- ☐ The ordinance requires one or more of the following elements in areas of concentrated development:
  - Build-to lines
  - Open store fronts
  - Outdoor dining
  - Minimum ground floor transparency
  - Streetscape elements (trees, seating, pedestrian-scale lighting and signage)
- ☐ The ordinance allows for preservation of sensitive historic and environmental features.

### EVALUATION CRITERIA 3

The zoning ordinance includes flexible tools to encourage development and redevelopment.

### EXPECTATIONS

- ☐ Special land use and conditional zoning approval procedures and requirements are clearly defined.
- ☐ Commercial and industrial districts allow for related compatible uses that serve new economy-type businesses.

# Best Practice Two: Zoning regulations

## 2.1—ZONING REGULATIONS *continued*

### EVALUATION CRITERIA 4

The zoning ordinance allows for a variety of housing options.

#### EXPECTATIONS

- ☐ The ordinance allows for two or more of the following non-traditional housing types:
  - Accessory dwelling units
  - Attached single-family units
  - Stacked flats
  - Live/work
  - Residential units above non-residential uses
  - Co-housing
  - Corporate temporary housing
  - Cluster housing
  - Micro units

### EVALUATION CRITERIA 5

The zoning ordinance includes standards to improve non-motorized transportation.

#### EXPECTATIONS

- ☐ The community understands the benefits of walkable and transit oriented development and has standards for the following elements where appropriate:
  - Bicycle parking
  - Traffic calming
  - Pedestrian-scale lighting
  - Public realm standards
- ☐ The community understands the benefits of connectivity and has ordinance requirements that accommodate pedestrian activity within and around development.

### EVALUATION CRITERIA 6

The zoning ordinance includes flexible parking standards.

#### EXPECTATIONS

- ☐ The ordinance includes regulations for two or more of the following:
  - Reduction or elimination of required parking when on-street and public parking is available
  - Connections between parking lots
  - Shared parking agreements
  - Parking maximums
  - Parking waivers
  - Electric vehicle charging stations
  - Bicycle parking
  - Payment in lieu of parking
  - Reduction of required parking for complementary mixed-uses

# Best Practice Two: Zoning regulations

## 2.1—ZONING REGULATIONS *continued*

### EVALUATION CRITERIA 7

The zoning ordinance includes standards for green infrastructure.

### EXPECTATIONS

- ☐ The ordinance includes regulations for one or more of the following:
  - Rain gardens, bioswales and other low impact development techniques
  - Green roofs
  - Pervious pavement
  - Landscaping that encourages or requires use of native, non-invasive species
  - Preservation of existing trees
- ☐ The community recognizes the benefits of street trees and parking lot landscaping to mitigate the impacts of heat island effects.

### EVALUATION CRITERIA 8

The zoning ordinance is user-friendly.

### EXPECTATIONS

- ☐ The ordinance portrays clear definitions and requirements.
- ☐ The ordinance is available in an electronic format at no cost. Hard copies are available for review at convenient locations.
- ☐ The ordinance is accessible online.

# Best Practice Three: Development review process

## 3.1—DEVELOPMENT REVIEW PROCEDURES

Best practice 3.1 evaluates the community's development review policies and procedures, project tracking and internal/external communication.

The purpose of the development review process is to assure plans for specific types of development comply with local ordinances and are consistent with the master plan. Streamlined, well-documented development policies and procedures ensure a smooth and predictable experience when working with a community. It is essential for a community's development review team to also coordinate with permitting and inspections staff.

Unnecessary steps or unclear instructions increase time

and expenses associated with development. Community leaders should look to simplify and clarify policies, operate in a transparent manner 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. Tracking projects internally across multiple departments can alleviate potential delays. Offering conceptual site plan review meetings is one more step a community can take to show investors they are working to remove development barriers and cut down on unexpected time delays.

### EVALUATION CRITERIA 1

The zoning ordinance articulates a thorough site plan review process.

### EXPECTATIONS

- ☐ The responsibilities of the governing body, planning commission, zoning board of appeals, other reviewing bodies, and staff are clearly documented.

### EVALUATION CRITERIA 2

The community has a qualified intake professional.

### EXPECTATIONS

- ☐ The community identifies a project point person and trains staff to perform intake responsibilities including:
  - Receiving and processing applications and site plans
  - Documenting contact with the applicant
  - Explaining procedures and submittal requirements
  - Facilitating meetings
  - Processing applications after approval
  - Excellent customer service

### EVALUATION CRITERIA 3

The community defines and offers **conceptual site plan review** meetings for applicants.

### EXPECTATIONS

- ☐ The community has clearly defined expectations posted online and a checklist to be reviewed at conceptual meetings.

# Best Practice Three: Development review process

## 3.1—DEVELOPMENT REVIEW PROCEDURES *continued*

### EVALUATION CRITERIA 4

The community encourages a developer to seek input from neighboring residents and businesses at the onset of the application process.

#### EXPECTATIONS

- ☐ The community **assists the developer** in soliciting input on a proposal early in the site plan approval process as detailed in the public participation strategy.

### EVALUATION CRITERIA 5

The appropriate departments engage in **joint site plan reviews**.

#### EXPECTATIONS

- ☐ The joint site plan review team consists of the following representatives, as appropriate:
  - Planning department
  - Public works department
  - Building department
  - Transportation department
  - Fire
  - Police
  - Assessor
  - Community manager or supervisor
  - Economic development
  - Historic District Commission
  - Consultant
  - Attorney
  - County soil erosion and sedimentation
  - County drain commissioner
  - County health department
  - County road commission
  - Outside agencies

### EVALUATION CRITERIA 6

The community has a clearly documented internal staff review policy.

#### EXPECTATIONS

- ☐ The internal review process articulates clear roles, responsibilities and timelines.
- ☐ Development review standards are clearly defined.

### EVALUATION CRITERIA 7

The community promptly acts on **development requests**.

#### EXPECTATIONS

- ☐ Site plans for permitted uses are approved administratively or by the planning commission.
- ☐ The community follows its documented procedures and timelines.
- ☐ The community has easy to follow flowcharts of development processes that include timelines.
- ☐ Community development staff coordinates with permitting and inspections staff to ensure a smooth and timely approval process.

# Best Practice Three: Development review process

## 3.1—DEVELOPMENT REVIEW PROCEDURES *continued*

### EVALUATION CRITERIA 8

The community has a method to track development projects.

#### EXPECTATIONS

- ☐ The community uses a **tracking mechanism** for projects during the development process.
- ☐ The community uses a tracking mechanism for projects during the permitting and inspections process.

### EVALUATION CRITERIA 9

The community annually reviews successes and challenges with the development review process.

#### EXPECTATIONS

- ☐ The community **obtains customer feedback** on the site plan approval and permitting and inspections process and integrates changes where applicable.
- ☐ The joint site plan review team, including permitting and inspections staff, meets to capture lessons learned and amends the process accordingly.

# Best Practice Three: Development review process

## 3.2—GUIDE TO DEVELOPMENT

Best Practice 3.2 evaluates the accessibility of a community's planning and development information.

Development information and applications must be assembled to help citizens, developers and public officials gain a better understanding of how the development

process in the community works. Documents should be updated regularly and provide a general overview of development processes, steps necessary to obtain approvals and be readily available online.

### EVALUATION CRITERIA 1

The community maintains a guide to development that explains policies, procedures and steps to obtain approvals.

#### EXPECTATIONS

☐ The guide includes:

- Relevant contact information
- Relevant meeting schedules
- Easy-to-follow step-by-step flowcharts of development processes, including timelines
- Conceptual meeting procedures
- Relevant ordinances to review prior to site plan submission
- Site plan review requirements and application
- Clear explanation for site plans that can be approved administratively
- Rezoning request process and application
- Variance request process and application
- Special land use request process and application
- Fee schedule
- Special meeting procedures
- Financial assistance tools
- Design guidelines and related processes
- Building permit requirements and applications

☐ The guide to development is accessible online.

### EVALUATION CRITERIA 2

The community annually reviews the fee schedule.

#### EXPECTATIONS

- ☐ The fee schedule is updated to cover the community's true cost to provide services.
- ☐ The community accepts credit card payment for fees.



# Best Practice Four: Recruitment and education

## 4.1 — RECRUITMENT AND ORIENTATION

Best practice 4.1 evaluates how a community conducts recruitment and orientation for newly appointed or elected officials and board members.

Diversity on boards and commissions can ensure a wide range of perspectives are considered when making

decisions on development and financial incentives.

Communities should seek applicants with desired skill sets and establish expectations prior to new officials and board members becoming active.

### EVALUATION CRITERIA 1

The community sets expectations for board and commission positions.

#### EXPECTATIONS

- ☐ The community outlines expectations and desired skill sets for open seats.
- ☐ Board and commission applications are available online.

### EVALUATION CRITERIA 2

The community provides orientation packets to all appointed and elected members of development related boards and commissions.

#### EXPECTATIONS

- ☐ The orientation packet includes all relevant planning, zoning and development information.

# Best Practice Four: Recruitment and education

## 4.2—EDUCATION AND TRAINING

Best practice 4.2 assesses how a community encourages ongoing education and training and tracks training needs for appointed or elected officials, board members and staff.

Planning commissioners, zoning board of appeals members, the governing body and staff make more informed development decisions when they receive

adequate training on land use and development issues. Turnover in officials and staff can create gaps in knowledge, which makes ongoing training essential to the efficient functioning of a community's development processes.

### EVALUATION CRITERIA 1

The community has a dedicated source of funding for training.

### EXPECTATIONS

- ☐ The community has a training budget allocated for elected and appointed officials and staff.

### EVALUATION CRITERIA 2

The community identifies training needs and tracks attendance for elected and appointed officials and staff.

### EXPECTATIONS

- ☐ The community manages a simple **tracking mechanism** for logging individual training needs and attendance.
- ☐ The community identifies trainings that assist in accomplishing their stated goals and objectives.

### EVALUATION CRITERIA 3

The community encourages elected and appointed officials and staff to attend trainings.

### EXPECTATIONS

- ☐ The community consistently notifies its elected and appointed officials and staff about training opportunities.

### EVALUATION CRITERIA 4

The community shares information between elected and appointed officials and staff.

### EXPECTATIONS

- ☐ The community holds collaborative work sessions, including joint trainings on development topics.
- ☐ Training participants share information with those not in attendance.
- ☐ The planning commission prepares an **annual report** for the governing body.

# Best Practice Five: Redevelopment Ready Sites®

## 5.1 — REDEVELOPMENT READY SITES®

Best practice 5.1 assesses how a community identifies, visions for and markets priority redevelopment sites. A redevelopment ready site is a site targeted by the community and ready for investment.

Identifying and marketing priority sites can assist a community to stimulate the real estate market for obsolete, vacant and underutilized property.

Communities that have engaged the public and determined desired outcomes for priority sites create a predictable environment for development projects. A community which takes steps to reduce the risk of

rejected development proposals will entice hesitant developers to spend their time and financial resources pursuing a project in their community. If a development proposal on a priority site is deemed controversial, additional public participation opportunities should be held to ensure community support. To encourage development, it is essential that communities actively package and market sites prioritized for redevelopment. Developers look to invest in places that have an overall vision for the community and priority sites.

### EVALUATION CRITERIA 1

The community identifies and prioritizes redevelopment sites.

### EXPECTATIONS

- ☐ The community maintains an updated list of priority sites to be redeveloped.

### EVALUATION CRITERIA 2

The community gathers basic information for prioritized redevelopment sites.

### EXPECTATIONS

- ☐ Required information to include:
  - Photo of the site and/or rendering
  - Lot size
  - Desired development outcomes for the site
  - Building size
  - Owner contact information
  - State equalized value
  - Community contact information
  - Utilities on site: Water, sewer, electricity, natural gas
  - Zoning
  - Wired broadband infrastructure: DSL, cable, fiber

### EVALUATION CRITERIA 3

The community has developed a vision for the priority redevelopment sites.

### EXPECTATIONS

- ☐ The vision includes desired development outcomes.
- ☐ Community champions for redevelopment of the site are identified.
- ☐ High controversy redevelopment sites may require additional public engagement.

# Best Practice Five: Redevelopment Ready Sites®

## 5.1 — REDEVELOPMENT READY SITES® *continued*

### EVALUATION CRITERIA 4

The community identifies **potential resources and incentives** for prioritized redevelopment sites.

### EXPECTATIONS

- ☐ 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.

### EVALUATION CRITERIA 5

Property information packages for prioritized sites are assembled.

### EXPECTATIONS

- ☐ The property information package includes basic information and the following as applicable:
  - Available financial incentives
  - Deed restrictions
  - Property tax assessment information
  - Property survey
  - Previous uses
  - Existing conditions report
  - Known environmental and/or contamination conditions
  - Soil conditions
  - Demographic data
  - Surrounding amenities
  - Planned infrastructure improvements as identified in CIP
  - GIS information including site location and street maps
  - Natural features map
  - Traffic studies
  - Target market analysis or feasibility study results
  - Market studies

### EVALUATION CRITERIA 6

Prioritized redevelopment sites are actively marketed.

### EXPECTATIONS

- ☐ The property information packages are accessible online.

# Best Practice Six: Community prosperity

## 6.1—ECONOMIC DEVELOPMENT STRATEGY

Best practice 6.1 assesses what goals and actions a community has identified to assist in strengthening its overall economic health.

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 provide 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.

### EVALUATION CRITERIA 1

The community has an approved economic development strategy.

### EXPECTATIONS

- ☐ The economic development strategy is part of the master plan, annual budget or a separate document.
- ☐ The economic development strategy connects to the master plan and capital improvements plan.
- ☐ The economic development strategy identifies the economic opportunities and challenges of the community.
- ☐ The economic development strategy incorporates recommendations for implementation, including goals, actions, timelines and responsible parties.
- ☐ The economic development strategy coordinates with a regional economic development strategy.
- ☐ The economic development strategy is accessible online.

### EVALUATION CRITERIA 2

The community annually reviews the economic development strategy.

### EXPECTATIONS

- ☐ Progress on the economic development strategy is reported annually to the governing body.

# Best Practice Six: Community prosperity

## 6.2—MARKETING AND PROMOTION

Best practice 6.2 assesses how a community promotes and markets itself to create community pride and increase investor confidence. It also evaluates the ease of locating pertinent planning, zoning and economic development documents on the community's website.

Community marketing and promotion can take many forms. Communities must develop a positive, promotional strategy through marketing campaigns,

advertising and special events to encourage investment. Marketing campaigns can assist with sharing the established community vision, values and goals.

Developing a brand to promote a consistent identity can position a community for future success. A community's website is an important marketing tool and must be well-designed to provide information to the public and build a positive image.

### EVALUATION CRITERIA 1

The community has developed a marketing strategy.

#### EXPECTATIONS

- ☐ The marketing strategy identifies opportunities and outlines specific steps to attract businesses, consumers and real estate development to the community.
- ☐ The marketing strategy strives to create or strengthen an image for the community.
- ☐ The marketing strategy identifies approaches to market priority development sites.
- ☐ The community coordinates marketing efforts with local, regional and state partners.

### EVALUATION CRITERIA 2

The community has an updated, user-friendly municipal website.

#### EXPECTATIONS

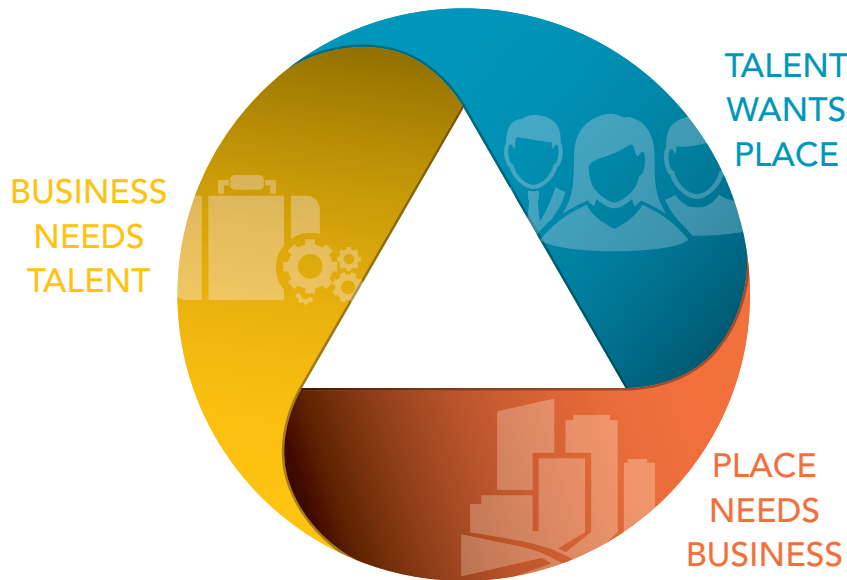
- ☐ The community's website is easy to navigate.
- ☐ The community's planning, zoning and development information is grouped together with links to the following:
  - Master plan and amendments
  - Downtown plan
  - Corridor plan
  - Capital improvements plan
  - Zoning ordinance
  - Guide to development
  - Online payment option
  - Partner organizations
  - Board and commission applications
  - Property information packages
  - Economic development strategy



# Conclusion

The Redevelopment Ready Communities® program looks to foster communities that creatively reuse space, embrace economic innovation and proactively plan for the future, making them more attractive for investments that create places where talent wants to

live, work and play. RRC certification signals to business owners, developers and investors that the community has removed barriers by building deliberate, fair and consistent processes.



Communities not formally engaged in the RRC program, but wanting to work toward certification are encouraged to compare their current policies and procedures to the best practice standards by completing RRC self-evaluations. The self-evaluations are available to assist any community interested in being more redevelopment ready. Completion of the self-evaluation documents does not replace the formal evaluation process conducted by the RRC team. In addition to the self-evaluations, guides have been developed to act as resources for communities working on RRC best practice components. Each guide is a tool describing recommended processes and sample language. Every community has different needs and capacities, so the process and document can be tailored to fit individual community requirements.

To be vibrant and competitive, Michigan communities must be ready for development. This involves planning for new investment, identifying assets and opportunities and focusing limited resources. Communities must create the types of places where talent and businesses want to locate, invest and expand.

Certified Redevelopment Ready Communities® signal that locating a new business or growing an existing one is straightforward. Certified communities have removed barriers to development including eliminating uncertainties surrounding project timelines and approvals by implementing and executing the RRC best practices.

Contact the RRC team at [rrc@michigan.org](mailto:rrc@michigan.org) or your CATeam specialist with questions.

## **NORTHFIELD TOWNSHIP**

### **Resolution 18-\_\_\_\_\_**

#### **Authorizing the Northfield Township to Participate in the Michigan Economic Development Corporation (MEDC) Redevelopment Ready Communities Program**

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

**WHEREAS**, the RRC is a program that provides technical assistance to and certifies Michigan communities who actively engage stakeholders and plan deliberate, fair and consistent processes; and

**WHEREAS**, a Northfield Township representative has attended all six Best Practices Trainings; and

**WHEREAS**, the Northfield Township recognizes the value of the RRC Program and seeks to improve its development readiness through a detailed review of its development processes including its Master Plan, Downtown Development Plan, Tax Increment Finance Plan, Development Review Process, Community Outreach Programs as well as its Zoning Ordinances; and

**WHEREAS**, the RRC Program includes evaluating and strengthening the development-related partnerships between the Township Board and stakeholder organizations such as the MEDC, Downtown Development Authority, Northfield Township Planning Commission and Zoning Board of Appeals; and

**WHEREAS**, any of the MEDC recommendations that require ordinance changes, including those related to the review of site plans, will require public hearings, review and recommendation by the Northfield Township Planning Commission and additional action by the Township Board.

**NOW, THEREFORE, BE IT RESOLVED** that the Northfield Township Board of Trustees authorizes Northfield Township to participate in the MEDC's Redevelopment Ready Community (RRC) Program. The Northfield Township Board of Trustees is willing to allow use of limited resources within its current budget or in accordance with future budgetary action to support the RRC Program. The Northfield Township Board of Trustees is committed to the RRC Best Practices and evaluation process with the intent to improve our processes and communications with our stakeholders and will continue to work with stakeholders and the MEDC as our community moves forward in seeking RRC Certification.

At a regular meeting of the Northfield Township Board of Trustees held on \_\_\_\_\_, 2018, adoption of the foregoing resolution was moved by \_\_\_\_\_ and supported by \_\_\_\_\_.

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Resolution Declared Adopted.

\_\_\_\_\_  
Marlene Chockley  
Township Supervisor, Northfield Township

#### **CERTIFICATION:**

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Northfield Township, Washtenaw County, Michigan on \_\_\_\_\_, 2018 in compliance with Act No. 267 of the Michigan Public Acts of 1976.

\_\_\_\_\_  
Kathleen Manley  
Township Clerk, Northfield Township

## ARTICLE II. - SIDEWALK MAINTENANCE

### Sec. 26-19. - Title.

This article shall be known and cited as the "Northfield Township Sidewalk Maintenance Ordinance."

(Ord. No. 00-04, § 1, 12-14-2000)

### Sec. 26-20. - Purpose.

The purpose of this article is to regulate the repair and maintenance of public sidewalks to keep them in proper and safe condition for public use, to provide for the establishment of sidewalk maintenance districts by the township board for the assessment of costs of repairs to sidewalks in said districts and to provide standards for proper sidewalk maintenance, repairs and construction.

(Ord. No. 00-04, § 2, 12-14-2000)

### Sec. 26-21. - Regulations.

- (a) The owners of all lots and premises within the township are required to maintain, repair and keep safe sidewalks adjacent to or upon their lots and premises in or along the public street and alley rights-of-way in the township.
- (b) It shall be the duty of all owners of premises within the limits of the township to keep all asphalt and concrete public sidewalks which have been heretofore laid in front of, upon, or adjacent to such premises, in or along any of the street or alley rights-of-way, in good repair and free of dangerous ice, snow, or other dangerous obstructions and/or conditions. Any owner of any such premises who shall allow any such sidewalk to remain in disrepair, or in a dangerous condition shall be responsible for injuries and damages arising out of the disrepair or unsafe condition of said sidewalk.
- (c) Snow and ice.
  - (1) All snow and ice which has accumulated prior to 6:00 a.m. on a public sidewalk adjacent to property not zoned residentially shall be removed by the owner or occupant by 12:00 noon. Immediately after the accumulation of ice on such sidewalk, it shall be treated with sand, salt or other substance to prevent it from being slippery and the ice shall be removed within the time limits of this subsection.
  - (2) Within 24 hours after the end of each accumulation of snow greater than one inch, the owner or occupant of every residentially zoned property shall remove the accumulation from the adjacent public sidewalk. The accumulation may be from any source, including

precipitation and drifting. Immediately after the accumulation of ice on such sidewalk, it shall be treated with sand, salt or other substance to prevent it from being slippery and the ice shall be removed within 24 hours after accumulation.

- (d) Snow and ice removal by township. If snow or ice is not removed or treated as required by this article, the township may notify the owner or occupant of said violation. This notification may be made in person, by telephone, by mail or by written notice left at the property. If the owner or occupant fails to remove snow or ice within 24 hours of the notification of violation, the township may cause such snow or ice to be removed. The owner (as indicated by the records of the assessor) of the adjacent property shall then be charged the actual cost of the sidewalk clearance, plus an administrative fee as currently established or as hereafter adopted by resolution of the township board from time to time.
- (e) Financial hardship. Upon proof of financial hardship submitted to the township board, the township board may authorize charges under the snow and ice removal section of this article to be paid in installments, to be reduced, or to be canceled in its discretion.
- (f) Penalty (snow and ice). The owner (as shown by the assessor's record) of the property with adjacent sidewalks which does not comply with the snow and ice removal provisions of this article and who fails to comply with the notice given, shall be subject to a fine of \$25.00 for the first offense, not less than \$50.00 for the second offense, and not less than \$100.00 for each additional offense within a two-year time period. The fine shall not exceed \$500.00. If the penalty is not paid within 45 days the township may authorize collection by such means as may be proper for the collection of debts by legal process.

(Ord. No. 00-04, § 3, 12-14-2000)

#### Sec. 26-22. - Standards.

- (a) All public sidewalks or portions thereof hereafter constructed or repaired shall comply with the following specifications:
  - (1) All sidewalks shall be constructed to grade established by existing adjoining walks or, in the absence of the foregoing, by the township engineer, and shall be constructed of concrete, which shall have a compressive strength of not less than 3,500 pounds per square inch within 28 days of paving.
  - (2) All sidewalks shall be at least five feet in width. Wider walks to a maximum of eight feet may be required by the building department in commercial or industrial areas or multiple-family areas, due to anticipated traffic and development of the area.
  - (3) Public sidewalks shall be constructed of at least a base course or subgrade of four-inch thick sand cushion with a concrete thickness at least four inches in depth, except across driveways, where it shall be at least six inches in depth or to county road commission

specifications. Paving joints shall be perpendicular to sidelines at intervals consistent with adjoining or abutting sidewalks and not greater than the sidewalk width. One inch expansion joints shall be placed through the walk at least every 50 feet.

- (4) The surface shall be roughened with a mechanic's brush or other equipment to prevent smooth and slippery surfaces.
- (b) Under section 18a of Public Act No. 80 of 1989 (MCL 41.288a), a township board may construct, repair or maintain sidewalks, or may order the construction, repair and maintenance of sidewalks, for the health, safety and general welfare of the residents of the township after notifying the involved property owners of the time and place of a hearing on such order. Following the hearing it may either construct, repair or maintain the sidewalk and assess the cost over a five-year period against the abutting property owners or permit the owners within a specified time to have the sidewalks constructed, repaired or maintained according to township specifications at their expense. No work shall be commenced until approved by either the county road commission or state department of transportation having jurisdiction over the right-of-way within which the sidewalk is located.
- (c) The cost of replacement or repair of a sidewalk to be charged against a property owner shall be based upon actual cost or engineer's estimates, less such subsidy as the township board may allow.
- (d) The township board, in its discretion, may also, after replacing or repairing a sidewalk, authorize collection of the costs of such replacement or repair by civil process, or such other means as may be proper for the collection of debts by legal process.

(Ord. No. 00-04, § 4, 12-14-2000)

#### Sec. 26-23. - Owner caused defects.

Where sidewalk defects creating pedestrian hazards are caused by conditions existing upon abutting property, such as, but not limited to: trees or other growth, surface drainage, on-site construction or vehicular traffic; or other on-site activities, the abutting property owner shall be responsible for its repair, maintenance and/or safe condition, and liable for all consequential injuries, damages, expenses or costs resulting from the condition and lack of repair or maintenance and unsafe condition. The foregoing liability and responsibility shall apply without notice of hearing on the same.

(Ord. No. 00-04, § 5, 12-14-2000)

#### Sec. 26-24. - Penalty.

Any person who violates this article, other than the snow and ice removal provisions, shall be responsible for a municipal civil infraction and shall be subject to a civil penalty not to exceed \$500.00.

(Ord. No. 00-04, § 8, 12-14-2000)