

**VILLAGE OF WEBBERVILLE
RESOLUTION NO. 2018-01**

A RESOLUTION TO ESTABLISH A ONE YEAR MORATORIUM ON THE APPROVAL OF SPECIAL USE PERMITS FOR MEDICAL MARIJUANA FACILITIES ON SITES WHERE THEY HAVE NOT ALREADY BEEN APPROVED

The following preamble and resolution were offered by Ackerman, and supported by Berger.

WHEREAS, the Village of Webberville has approved Special Use Permits for Medical Marijuana Uses authorized under Public Act 281 of 2016 and the Village Zoning Ordinance on four parcels of land within the Village.

WHEREAS, the Special Use Permits issued for those four parcels include the following six licenses under Public Act 281 of 2016: Medical Marijuana Grow Operations Class A, Medical Marijuana Grow Operations Class B, Medical Marijuana Grow Operations Class C, Medical Marijuana Processing Facilities, Medical Marijuana Safety Compliance Facilities, and Medical Marijuana Secure Transporters.

WHEREAS, the Village has finite ordinance and law enforcement resources and the extent of enforcement activities needed to regulate the approved Medical Marijuana Uses are not yet known.

WHEREAS, the Special Use Permits approved by the Village Council must be annually renewed, and all four will require annual renewal prior to February of 2019.

WHEREAS, the Village Council intends to use calendar year 2018 to determine the impact of the Medical Marijuana industry on the Village and the practicality of approving additional Special Use Permits for Medical Marijuana Uses within the Village limits.

WHEREAS, Public Act 281 of 2016 specifically allows, in Section 205.1, municipalities to “limit the number of each type of marijuana facility.”

NOW, THEREFORE, BE IT RESOLVED THAT, the Village Council shall not approve any Special Use Permits for Medical Marijuana Uses on parcels of land within the Village that have not already been approved for a Medical Marijuana Use until at least February 12, 2019.

BE IT FURTHER RESOLVED THAT, the Village Council may approve additional Special Use Permits for Medical Marijuana Uses on parcels of land within the Village that have already been approved for Medical Marijuana Uses, in order to allow the expansion of a previously approved facility, or allow the “co-location” of an additional Medical Marijuana Use on a given parcel (such as a Processing Facility co-locating with a Grow Facility). The Village Council shall only approve the Special Use Permit if it

concludes that the proposal meets all relevant provisions of the Zoning Ordinance and the Conditions of Approval of the original Special Use. The Council shall be under no obligation to approve any Special Use request that does not, in its opinion, meet the requirements of the Ordinance, the original Special Use approval, or of this Resolution.

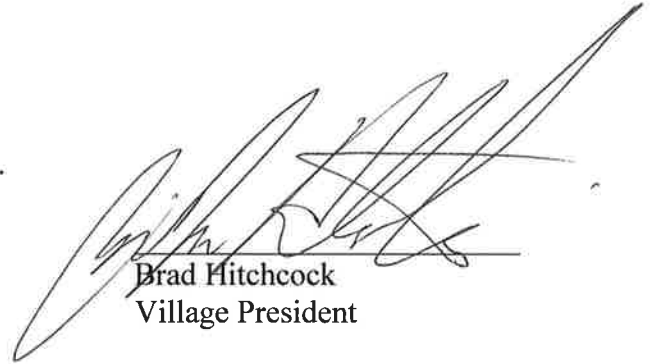
BE IT FURTHER RESOLVED THAT, the Village Council may rescind this Resolution prior to February 12, 2019 by majority vote at a regularly scheduled Council meeting.

YAYS: Ackerman, Berger, Greene, Oesterle, Hitchcock.

NAYS: - 0 -

ABSENT: - 0 -

RESOLUTION DECLARED ADOPTED.



Brad Hitchcock
Village President

CERTIFICATION

The forgoing resolution was certified at a regular meeting of the Council of the Village of Webberville held on February 13, 2018.



Jaymee Hord
Clerk/Treasurer

**APRIL 1, 2017 THROUGH MARCH 31, 2018
AND FUTURE FISCAL YEAR AGREEMENTS
FOR REVENUE SHARING WITH VILLAGE**

THIS AGREEMENT (hereinafter, the “Agreement”) is made by and between the **DOWNTOWN DEVELOPMENT AUTHORITY OF THE VILLAGE OF WEBBERVILLE**, a Michigan municipal corporation (hereinafter, the “WDDA”) and the **VILLAGE OF WEBBERVILLE**, a Michigan municipal corporation (hereinafter, the “Village”).

PREMISES

WHEREAS, the WDDA was created by the Village under the authority of Act No. 197 of the *Michigan Public Acts of 1975*, as amended (hereinafter, “Act 197”); and

WHEREAS, pursuant to Act 197, the WDDA has prepared, and the Village has approved, a Tax Increment Finance and Downtown Development Plan (as amended and restated, hereinafter, the “Plan”) for the development of the development area within the downtown district of the WDDA located in the Village as described in the Plan (hereinafter, the “Development Area”); and

WHEREAS, pursuant to the Plan, the WDDA has used and intends to continue to use, tax increment revenues, as defined in Act 197 (hereinafter, the “Tax Increment Revenues”), to provide for the acquisition, construction, and financing of necessary public facilities and for other purposes permitted by Act 197 as more fully described in the Plan, for the purposes of preventing property value deterioration and encouraging economic growth in the Development Area for the benefit of the residents of the Village and all taxing units levying taxes within the Development Area; and

WHEREAS, the WDDA recognizes that some of the projects completed by the WDDA in the past, and those contemplated to be completed in the future, have or will increase necessary maintenance costs for which the Village is responsible, and the WDDA wishes to partially assist the Village with those necessary increased maintenance costs so as to extend the life span of such projects and not overburden the Village’s limited resources; and

WHEREAS, these acquisitions and construction of public facilities by the WDDA referenced above must be supervised, administered, maintained, and improved from time to time, which requires project management services, labor services, basic materials/supplies, and specialized equipment not owned by the WDDA, along with the payment of utility bills for the utilities installed by the WDDA; and

WHEREAS, the WDDA also requires day-to-day administrative services to operate and function in a proficient manner, i.e., management, administration, clerk, and treasurer services; and

WHEREAS, Section 14(4) of Act 197 permits the WDDA to enter into agreements with the taxing jurisdictions and the governing body of the municipality in which the Development Area is located, to share a portion of the captured assessed value of the district; and

WHEREAS, the WDDA recognizes that the Village is, and can provide valuable services to the Development Area in furtherance of the goals of the WDDA under this Agreement, which services are for the unique benefit of the WDDA and the Development Area including, but not limited to, the

following items:

- (i) Board administrative services for WDDA daily functions, including, but not limited to: clerk services (secretarial, telephone, recording and maintaining of board records), treasurer services (accounting, payables, receivables, and budgets), attending WDDA meetings when required, posting and handling of all Open Meeting Act compliance issues, use of office space and supplies, audit services, use of copy machine and other in-house publications and email services;
 - (ii) Services, including, but not limited to: project management, preparation of bidding packages and the handling of letting the bid, day-to-day management of existing projects and improvements, administering programs that now exist or may exist in the future, including but not limited to a Rental Assistance Program, Revolving Loan Program, and/or other programs established by the WDDA from time to time, and reports and attendance at WDDA Board Meetings;
 - (iii) WDDA Parking Lot and Common Area maintenance, including, but not limited to: mowing and maintenance of green areas within and surrounding parking lots, regular parking lot striping and snow removal [replacement of asphalt, cement, curbs, or sidewalks are not included in this Agreement for regular maintenance];
 - (iv) Sidewalk maintenance in the TIF District, including, but not limited to, all snow removal and lawn maintenance in and around sidewalks as required by WDDA contractual obligations (like easement areas) [replacement of sidewalks are not included in this Agreement for regular maintenance];
 - (v) Industrial Park maintenance and snow plowing, but not including regular mowing of WDDA vacant lots;
 - (vi) The purchase of general supplies and materials necessary to carry out the maintenance necessary to complete items (I-viii). Included within this category would be, for example: 1) salt for the sidewalks, 2) light bulbs for the lights.
- Items (i - vi) are hereinafter known as the "Contracted Services"

WHEREAS, the WDDA understands that the contracted services referenced above are for labor, general equipment usage, and general materials; but not for material or labor in new construction projects; and

WHEREAS, because of these contracted services provided to the Development Area by the Village, the WDDA considers it appropriate in order to continue the orderly development of the Development Area to enter into this Agreement with the Village to compensate it; and

WHEREAS, the Village acknowledges that it has the ability to provide services similar to those listed above to the Development Area, and that it intends to provide said services for the benefit of the Development Area during the term of this Revenue Sharing Agreement; and

WHEREAS, it is the intention of the parties to this Agreement to enter into an agreement to share a portion of the Tax Increment Revenues received by the WDDA pursuant to Section 14(4) of Act 197 in a manner which does not violate other Sections of Act 197; and

WHEREAS, in the past the WDDA has contracted with public (Village DPW and Village staff) and/or private contractors to perform the above contracted services in the Revenue Sharing Agreement. Most recently the Village contract with the WDDA to provide these services at a cost of approximately \$5,000.00 per year; and

WHEREAS, the WDDA reduced this Agreement to a written Revenue Sharing Agreement in 2015/2016.

WHEREAS, it is the intent of this Agreement to be all encompassing so that the WDDA will not be billed by the Village for any services in excess of \$416.66 per month (\$5,000.00 per year) during the term of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, the parties agree as follows:

**ARTICLE I
SHARE OF TAX INCREMENT REVENUES**

Section 101. Agreement to Share Tax Increment Revenues. Subject to the terms and conditions of this Agreement, for the period beginning April 1, 2017 and ending March 26, 2018, the WDDA intends to share Tax Increment Revenues with the Village in a prorated amount of \$5,000.00 under the assumption that the duties outlined in Article II will begin April 1, 2017 and end March 31, 2018, (hereinafter, the “Shared Revenues”). The fees will be paid either annually at the beginning of the fiscal year or in equal monthly installments of \$416.67, at the option of the WDDA.

- 101.1 The Tax Increment Revenues retained by the WDDA shall be the balance of the Tax Increment Revenues not shared with the Village pursuant to this Revenue Sharing Agreement.
- 101.2 This Agreement shall automatically renew every new fiscal year, beginning April 1, 2018, unless a party terminates the agreement as provided in Paragraph 102.

Section 102. Termination of the Agreement. This Agreement shall renew at the beginning of each fiscal year, unless either party sends the opposing party written notice of its intent to terminate the Agreement for the next fiscal year at least thirty (30) days before the end of the current fiscal year.

Section 103. Agreement Shall Not Impair Payment of Existing Obligations. The parties agree that nothing contained in this Agreement, or any amendment to this Agreement, shall prevent or impair the WDDA from fulfilling its primary obligation to meet its payment requirements on the debt service on, and, if necessary, maintain a debt service reserve fund for the obligations issued by the WDDA, outstanding as of the date of this Agreement, for which the WDDA has agreed to meet its payment requirements on the debt service.

**ARTICLE II
DUTIES OF VILLAGE STAFF
DURING TERM OF AGREEMENT**

Section 2.1. DPW Duties. The DPW shall:

- 2.1.1 Parking Lots and Sidewalks - that are the responsibility of the WDDA shall be plowed, salted, maintained, asphalt repair, seal coated as needed, stripped as needed, mowed, sprayed, have the landscape maintained, and otherwise generally cared for during the term of this Agreement, so that the property is kept in conformance with the Village Ordinance for mowing and snow removal. This duty shall include the duty to maintain any lights in the parking lot;
- 2.1.2 Industrial Park Lots - shall have any trash that is dumped or blown onto the property picked up routinely.
- 2.1.3 Other Decorative Lights - the DPW shall maintain any other decorative lights installed by the WDDA and/or any other lights the WDDA is responsible for in the TIF District;
- 2.1.4 Holiday Decorations - the installation, removal, maintenance, and storage of all WDDA holiday decorations;
- 2.1.5 Supplies - the purchase by the DPW of general supplies and materials necessary to carry out the maintenance necessary to complete all items herein. Included within this would be, for example: 1) salt for the sidewalks, 2) light bulbs for the lights; and
- 2.1.6 DPW Catch All Clause - any other duties that might be assigned to the DPW to ensure that the WDDA is not billed for any services, as outlined in this Agreement.

Section 2.2 Village Staff Duties:

- 2.2.1 Police - the cost of extra police presence and overtime for WDDA activities and events;
- 2.2.2 Clerk - the Village Clerk shall provide the WDDA with the following services:
 - i. Answer the telephone, take messages for the WDDA, and/or transfer of telephone calls to the WDDA personnel if they are present in the office;
 - ii. Assist the WDDA in preparing the monthly meeting packets, including payables (invoices), receivables, correspondence, etc.;
 - iii. Collect all WDDA mail, open the mail, time stamp the mail, keep the originals of the mail with the Village records and provide the WDDA with a copy of the mail, all in a timely manner;
 - iv. Handle all answers to WDDA FOIA requests;
 - v. Be the keeper of all WDDA original records; however, providing timely access to those records to WDDA members and employees during normal office hours; and

- vi. Provide the WDDA with any other clerk services consistent with the spirit of this Agreement, to ensure that the WDDA is not billed for any services, except for the actual hours and benefits for any administrative assistance hired by the WDDA if ran through the Village payroll system.

2.2.3 Treasurer - the Village Treasurer shall provide the WDDA with the following services:

- i. Input bills payable;
- ii. Prepare monthly treasurer reports;
- iii. Assist, as needed, in preparation of budget;
- iv. Prepare accounts payable list for monthly meeting;
- v. Issue all checks for signature by two WDDA officials and/or the Village Clerk/Treasurer;
- vi. Reconcile any and all checking accounts;
- vii. Help in dealing with other taxing jurisdictions to ensure the correct amount is captured from each jurisdiction;
- viii. Assist with audit;
- ix. Provide access to the WDDA's checking accounts, bank statements, accounts receivable list, and accounts payable list (with supporting bills) for the WDDA Chair, WDDA Treasurer, and WDDA administrative assistance during normal office hours; and
- x. Provide the WDDA with any other treasurer services consistent with the spirit of this Agreement, to ensure that the WDDA is not billed for any services, except for the actual hours and benefits for any administrative assistance hired by the WDDA if ran through the Village payroll system.

2.2.4 Staff Catch All Clause - any other duties that might be assigned to the Staff to ensure that the WDDA is not billed for any services contemplated under this Agreement.

Section 2.3 Utilities and Office Space:

2.3.1 The Village shall provide the WDDA with office space and use of the Village meeting hall without cost, including use of the office equipment, computers, copier, postage meter, etc. This shall include the Village providing the WDDA with a computer access to all software used by the Village (accounting, email, access to web page, etc). The WDDA shall have the right to view but not modify the software.

2.3.2 Utilities and Space Catch All Clause - any other utilities or space costs that might be otherwise be billed to the WDDA shall be covered by the Village to ensure that the WDDA is not billed for any other utilities or use of space contemplated under this Agreement.

**ARTICLE III
MISCELLANEOUS**

Section 301. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force or effect.

Section 302. Governing Law. Each and every term, provision, and condition of this Agreement shall be governed and construed in all respects, whether as to matters of validity, capacity, performance, or otherwise, in accordance with the laws of the State of Michigan.

Section 303. Severability. Each term, condition, and provision of this Agreement is severable; and if any term, condition, or provision shall be determined to be illegal, invalid, and/or unenforceable, for any reason whatsoever, this Agreement shall thereafter be read, construed, and enforced as though such illegal, invalid, and/or unenforceable term, condition, or provision were not included herein.

Section 304. Captions. All captions or headings preceding the text of separate paragraphs of this Agreement are solely for reference purposes and shall not affect the meaning, construction, interpretation, or effect of the text.

Section 305. Notices. All notices required to be given pursuant to this Agreement or otherwise desired to be delivered by one party to another, shall be effective only if the same shall be in writing and shall be either personally served or sent by facsimile, U.S. mail, or air courier service with postage prepaid, to such party at its address as set forth herein to the attention of the person whose title is set forth below. Any such notice given by mail or air courier shall be deemed effective upon two (2) days following the date the same shall have been deposited in the United States mail or with the air courier service.

WDDA: Downtown Development Authority of Village of Webberville
c/o Village of Webberville
P.O. Box 389
Webberville, MI 48892
Attention: Chairperson Josh Rockey

Village: Village of Webberville
P.O. Box 389
Webberville, MI 48892
Attention: President Bradley Hitchcock

Section 306. Counterparts. This Agreement may be signed in any number of counterparts.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the day and year set forth immediately beneath their respective signatures.

DOWNTOWN DEVELOPMENT AUTHORITY
of the Village of Webberville

By: _____
Josh Rockey
Its: Chairperson
Date of Execution: _____

VILLAGE OF Webberville

By: _____
Bradley Hitchcock
Its: President
Date of Execution: _____

Drafted by: John L. Gormley, P53539
Attorney for the Village of Webberville DDA
101 E. Grand River Ave.
Fowlerville, Michigan 48836
(517) 223-3758

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VILLAGE OF WEBBERVILLE

PO Box 389
115 S. Main St.
Webberville, MI 48892

Resolution No. 2018 - 01

A RESOLUTION FOR WATER AND WASTEWATER SERVICE RATES, FEES, CHARGES AND POLICIES

EFFECTIVE: June 1, 2018

I. RATES

A. *INSIDE THE CORPORATE LIMITS OF THE VILLAGE OF WEBBERVILLE*

Readiness to Serve (RTS) Charge -- (Based on Monthly Charge)

The "Readiness to Serve" charge covers the cost necessary to keep the water and sewer system in good operating condition, debt retirement and other overhead costs. It is based on meter size, and is the minimum amount of a bill.

When more than one meter is used, the "Readiness to Serve" charge shall be a total of the charges for each meter times the number of meters. The "Readiness to Serve" charge shall not apply to irrigation meters.

<u>Meter Size</u>	<u>Water</u>	<u>Sewer</u>
3/4"	\$ 25.50	\$ 25.50
1"	\$ 47.00	\$ 47.00
1-1/4"	\$ 78.50	\$ 78.50
1-1/2"	\$103.50	\$103.50
2"	\$185.00	\$185.00
3"	\$410.50	\$410.50
4"	\$739.50	\$739.50

Usage Rates Per 1,000 gallons:

<u>Water</u>	<u>Sewer</u>
\$ 5.00	\$ 7.00

B. OUTSIDE THE CORPORATE LIMITS OF THE VILLAGE OF WEBBERVILLE

All users located outside the Webberville corporate limits and sewer only users will be charged two (2) times the Village rate.

C. FUTURE RATE ADJUSTMENTS

Effective April 1, 2014 and on this date each year thereafter, all rates as described in this resolution will be increased a **minimum** of 2% rounded to the nearest \$.50 or cost-of-living as determined by CPI (consumers price index) set by the US Department of Labor, whichever is higher.

II. CONNECTIONS AND REPAIRS

A. All new meters, and replacement of meters in good operating condition, and related devices necessary for service shall be charged as follows:

1. Residential (Single Family Unit - 3/4"):

a. Outside reader and meter: \$350.00

2. All others:

a. Outside reader and meter: Based on Village cost

3. There will be no charge for replacement of meters that are malfunctioning or which have stopped operating. Per 52.06(D) of the Village of Webberville Code of Ordinances, any damage which a meter may sustain resulting from carelessness of the owner, agent, or tenant, or from neglect of either of them to properly secure and protect the meter, as well as any damage which may be wrought by frost, hot water, or steam from a boiler, shall be paid by the owner of the property to the Village on presentation of a bill therefore, and in cases where the bill is not paid, the water shall be shut off and shall not be turned on until all charges have been paid to the Village.

B. All new connections ("Tap" as defined under the Ordinances) shall be as follows:

1. Water Tap

Connection Fee \$3,672.00 per R.E.U.

Permit Fee	\$50.00
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2. Sewer Tap

Connection Fee	\$6,732.00 per R.E.U.
Permit Fee	\$50.00

Residential Equivalent Unit (R.E.U.) is defined as a single unit served.

Effective April 1, 2014 and on this date each year thereafter, all connection charges will increase an amount equal to the annual debt service retirement.

C. Security Deposit:

1. Where notice is received that a unit or user is a non-fee owner of the premises being occupied (Renter), no service shall be provided or rendered to said premises until a deposit of \$200.00 shall have been made as security for payment of such charges and service. This shall not relieve the fee owner of responsibility for any fees or charges in excess of said deposit. Homeowners will ultimately be held liable for any amount left unpaid by a renter

2. Where service has been terminated for non-payment of charges for service, no further service shall be rendered until the user shall deposit with the Village in the amount of \$200.00.

D. Shut-Off and Restoration:

1. All other requests for shut-off or restoration of service shall pay a fee per call as follows:

\$80.00 - For requests performed during normal business hours (Monday - Friday, 7:30 AM - 3:30 PM).

\$125.00 - For requests performed outside normal business hours.

2. In the case of shut-off for non-payment, the procedure shall be as follows:

A. Twenty (20) days following the billing due date for a given account, a shut-off notice shall be sent via first class mail to the person responsible for that account. The notice shall state that water will be shut-off on the date

that the account becomes thirty (30) days past due (or the following regular business date if such shut-off date falls on a weekend or Village observed holiday).

B. At least three (3) business days prior to the identified shut-off date, a written final notice of shut-off, again stating the applicable shut-off date, shall be affixed on as near as possible to the front door of the property in question, further advising of the pending shut-off. A fee of \$25.00 will be charged to the account when a final notice is given.

C. If payment in full is not received, water shut-off shall occur by 8:30 AM on the shut-off date specified. No shut-off will take place on a Friday; shut-off will occur on the next business day at 8:30 AM.

3. If the Village shall discontinue water service for non-payment or other violations of the Ordinance or this Resolution, services so discontinued shall not be restored until all sums then due and owing shall be paid, plus a turn-on charge of \$80.00 for regular business hours. If the turn-on occurs after 3:30 PM Monday - Friday, on a weekend or holiday, if someone is available, there will be a charge of \$125.00.

E. Hydrant Service:

Excluding governmental units, all persons or entities seeking water from a village fire hydrant shall pay \$15.00 per 1,000 gallons drawn. The person or entity requesting said service shall apply to the Village Offices during regular business hours. All water drawn from a hydrant shall be metered and reported to the Village Offices for billing purposes. The user of a hydrant shall be responsible for the cost of repairs to the water supply system if any damage occurs as a result of improper or misuse of a hydrant.

F. Trash Collection, Brush & Leaf Pick Up Service:

These services are billed at \$11.00 a month and are included on monthly water bills. These fees will be billed to every residential household within the village. Anyone else using these services will be billed separately.

III. DELINQUENT PENALTY

All fees, rates and charges provided herein shall be subject to a penalty in the amount of ten percent (10%) to be added to the total bill if not paid within twenty (20) days after the same becomes due and payable.

IV. REPAIR AND MAINTENANCE

A. Any repair or replacement of facilities within the village right-of-way shall be the sole responsibility of the Village. The Village hereby consents to allow property owners access to that portion of the village street right-of-way between the property line and the shut-off valve for all necessary repairs. The Village shall not enter upon private property or assume any responsibility for repairs, replacement or maintenance of facilities located upon private property; provided, however, upon written request of a property owner where the shut-off valve is located on private property, the Village will repair to the shut-off valve.

B. In the event the Village is requested to uncover facilities located within the village right-of-way, the requester shall submit a written request to the Village Offices for such service and the request shall include an agreement to reimburse the Village in the event the village facilities are found to be in good and operable condition. Such reimbursement shall be based on the village's actual cost of providing such services, including, but not limited to, personnel, equipment and materials cost. If the village facilities are found to be defective, then the Village shall assume and pay all costs of repair and/or replacement within the village right-of-way.

V. BY-PASS OF METERS

In the event any user of the village water and sewer system is determined to have bypassed the installed metering device, the Village shall charge and bill said user a fee equal to twice the average billing for said property for the period immediately preceding the discovery of the by-pass.

VI. FREE SERVICE PROHIBITED

There will be no FREE SERVICE of either Water and/or Sewer. All governmental units (Federal, State, & Local), religious, non-profit and the Village itself, who have use of water shall be metered and paid for as in accordance to this resolution.

number, social security number and date of birth for every homeowner and renter.


Adopted at a special meeting of the Village Council on

YEAS: Ackerman, Berger, Greene, Oesterle, Hitchcock

NAYS: - 0 -

ABSENT: - 0 -

I certify that the foregoing constitutes a true and complete copy of this Resolution No. 2018-01 adopted at a regular meeting held by the Webberville Village Council on May 15, 2018



Jaymee Hord, MiCPT
Village Clerk/Treasurer