



Pamela Colestock – Mayor
William Steele – Mayor Pro Tem
Deb Malewski – Council Member
Rick Loftus – Council Member
Ken Nicholas – Council Member

Yvonne Ridge – City Manager
Larry Joe Weeks – Police Chief
Roger McNutt – Fire Chief
LeRoy Hummel – Building Official
Rob Pierce – Public Works/Utilities Director
Genny Allen – Treasurer/Finance Director
Robin Webb – City Clerk
Corey Cagle – Director of Parks,
Recreation & Events
Jake Forquer – Community and Economic
Development Specialist
Randy Jewel – City Assessor
Cullen Harkness – City Attorney

CITY OF EATON RAPIDS WORK SESSION AGENDA

March 9, 2026
5:00 pm
200 S. Main Street

This meeting will be streamed live for viewing only at:
<https://us06web.zoom.us/j/85394331944> Meeting ID: 853 9433 1944
Please note all public comments must be made in person.

Call to Order

Public Comments

Unfinished and Special Business

New Business

1. Amendment to Proposal for Professional Services: Plains Road Sewer Extension
2. Amendment to Proposal for Professional Services Agreement: E Knight St. and Center St. Category B Design
3. Brownfield Plan Agreement – Swan WFH Inverness Homes, LLC
4. Wastewater Treatment Plant Auger Repair
5. Conditional Use for a Plant Nursery and Greenhouse use in Low Density Single Family Residential District (RD1) – Caleb Brinson, The Flower Garden
6. Ordinance 2026-01 Rescind Commercial Medical Marihuana Facilities Overlay District
7. Ordinance 2026-02 Rescind Medical Marihuana Facilities
8. Low Income Home Energy Assistance Program (LIHEAP)

Board and Committee Reports

Public Comments

Adjourn



MEETING DATE: MARCH 9, 2026

CITY MANAGER

To: Mayor and City Council

Work Session

From: Yvonne Ridge, City Manager

Regular Meeting

Submitted: March 5, 2026

Subject: Amendment to Proposal for Professional Services: Plains Road Sewer Extension

SUMMARY

During our Kickoff meeting for the Plains Road Sewer Extension Project, staff identified items that were not included in the original proposal but are necessary to complete and manage the project. These additions are standard components of construction oversight and regulatory compliance.

1. Construction Staking - \$7,150

- a. A sub-consultant, Monument Engineering Group Associates (MEGA), will mark and stake the project area in accordance with the construction plans to establish proper locations and elevations for the project improvements.

2. Material Testing during construction - To be supplied by our sub-consultant Driesenga & Associates, Inc. - \$9,350

- a. Sitework (assuming five (5) trips for utility trench backfill compaction, five (5) trips for gravel base, compaction testing, and two (2) trips for asphalt inspection, including applicable lab work)
 - i. Perform compaction testing during grading activities and utility backfill by nuclear gauge method.
 - ii. Perform compaction testing of gravel base below bituminous paving areas by nuclear gauge method.
 - iii. Perform bituminous field inspection for roadway base and top courses (perform field inspection to ensure proper placement techniques are followed and to establish a standard roller pattern, test bituminous compaction by nuclear gauge method, and continually monitor & document overall placement, temperature and loose thickness).
- b. Project Management/Report
 - i. All field technicians are overseen by a Professional Engineer in the State of Michigan.
 - ii. Review plans and establish scope of project.
 - iii. Provide consulting during project as issues arise.
 - iv. Review all field and lab reports from technicians.

- v. Daily reports of inspection and test results will be submitted to your office via email, typically less than 48 hours after completing the test or inspection. Any finding materials not meeting specifications will be verbally brought to your attention and/or the site superintendent immediately upon discovery.

3. Permit applications – reimbursable fee allowance - \$4,000

- a. County ROW Permit
- b. MDOT ROW Permit
- c. SESC Permit
- d. EGLE part 399

The original proposal was in the amount of \$69,000. With the addition of Construction Staking, Material Testing and Permit Application Fees, the new amended contract amount is \$89,500.

STAFF RECOMMENDATION/MOTION

Adopt Resolution 2026-14 to approve the Amendment to Proposal for Professional Services: Plains Road Sewer Extension for C2AE Engineering.

LIST OF SUPPORTING DOCUMENTS

Amendment to Proposal for Professional Services: Plains Road Sewer Extension



An AtkinsRéalis Company

106 W. Allegan St. Suite 500
Lansing, MI 48933
517.371.1200
www.c2ae.com

March 2, 2026

Mr. Robert Pierce
Public Works/Utility Director
City of Eaton Rapids
200 S. Main St.
Eaton Rapids, MI 48827

Re: Amendment to Proposal for Professional Services: Plain Road Sewer Extension

Dear Rob,

As requested, attached is our proposal for additional engineering services for the Plains Road Sewer Extension project.

Project Understanding

The City of Eaton Rapids has requested a proposal from C2AE for engineering services for the extension of gravity sewer on Plains Road from Eaton Rapids High School to Smithville Road, a distance of approximately 1,800'.

The project will specifically include the following:

1. Approximately 1,800 ft. extension of gravity sewer on Plains Road.
2. Service leads to front property lines.
3. 8" stub to South at Sassafras Lane with terminating manholes.
4. HMA pavement and aggregate base as required.
5. Manholes as required.

Additional Scope

1. Construction Staking
2. Material Testing during construction - To be supplied by our sub-consultant Driesenga & Associates, Inc.
 - a. Sitework (assuming five (5) trips for utility trench backfill compaction, five (5) trips for gravel base compaction testing, and two (2) trips for asphalt inspection; including applicable lab work)
 - 1) Perform compaction testing during grading activities and utility backfill by nuclear gauge method.
 - 2) Perform compaction testing of gravel base below bituminous paving areas by nuclear gauge method.
 - 3) Perform bituminous field inspection for roadway base and top courses (perform field inspection to ensure proper placement techniques are followed and to establish a standard roller pattern, test bituminous compaction by nuclear gauge method, and continually monitor & document overall placement, temperature and loose thickness).
 - b. Project Management/Report
 - 1) All field technicians overseen by a Professional Engineer in the State of Michigan.
 - 2) Review plans and establish scope of project.
 - 3) Provide consulting during project as issues arise.



An AtkinsRéalis Company

- 4) Review all field and lab reports from technicians.
- 5) Daily reports of inspection and test results will be submitted to your office via email, typically less than 48 hours after completing the test or inspection. Any finding of materials not meeting specifications will be verbally brought to your attention and/or the site superintendent immediately upon discovery.
- 3. Permit applications – reimbursable fee allowance
 - a. County ROW Permit
 - b. MDOT ROW Permit
 - c. SESC Permit
 - d. EGLE part 399

Schedule

Bidding to be within March 2026. Construction to be completed by the beginning of the school year.

Fee

C2AE proposes to provide the additional services for the following fees:

Construction Staking	Lump sum fee of \$7,150
Material Testing	Time and Materials estimated to be \$9,350
Permit Application Fees	Time and Materials estimated to be \$4,000

The fees of the master agreement that was previously approved remain as follows:

Engineering Services

C2AE proposes the following engineering services for this project on a *lump sum basis*

Design Engineering	\$21,000.00
Public Bidding & Negotiations	\$5,000.00
<u>Construction Administration</u>	<u>\$15,000.00</u>
Total Engineering Services	\$41,000.00

Construction Services

C2AE proposes to provide the scope of construction observation services on a *time and material* basis with the total estimated amount shown below.

Construction Observation Services	\$19,000.00
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Subconsultants

Allowable subconsultant fees include topographic survey, soil borings, and material testing (if required).

Subconsultant Allowance	\$9,000.00
Total Original Fee	\$69,000.00
Grand Total	\$89,500.00



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Mr. Robert Pierce

March 2, 2026

Page 3

Our Standard Contract Provisions remain in effect as part of this amendment. If the terms and conditions as stated are acceptable, please sign and return one (1) copy of the amendment for our records. Please let us know if you have any additional questions.

Sincerely,
C2AE

Amanda J. Cnudde, PMP
Project Manager

William J. Kimble, PE
Market Leader

Accepted by:

City of Eaton Rapids

Date



MEETING DATE: MARCH 9, 2026

CITY MANAGER

To: Mayor and City Council

Work Session

From: Yvonne Ridge, City Manager

Regular Meeting

Submitted: March 5, 2026

Subject: Amendment to Proposal for Professional Services: E Knight St. and Center St. Category B Design

SUMMARY

During field investigations for the E. Knight Street and S. Center Street road improvement project funded through the MDOT TEDF Category B Grant Program, additional sidewalk ramps were identified that do not meet current ADA accessibility standards. The original design scope included six (6) ramps; however, nine (9) additional ramps were identified, bringing the total to fifteen (15) ramps requiring design updates to meet ADA compliance.

The City's engineering consultant has submitted an amendment to the Professional Services Agreement in the amount of \$2,500 to complete the design and bidding documents for these additional ramps. Staff recommends approval of this amendment to ensure the project meets current accessibility requirements and MDOT standards.

STAFF RECOMMENDATION/MOTION

Adopt Resolution 2026-15 to approve the Amendment to Proposal for Professional Services: E Knight St and Center St Category B Design with C2AE Engineering.

LIST OF SUPPORTING DOCUMENTS

Amendment to Proposal for Professional Services: E Knight St and Center St Category B Design



An AtkinsRéalis Company

106 W. Allegan St. Suite 500
Lansing, MI 48933
517.371.1200
www.c2ae.com

February 23, 2026

Mr. Robert Pierce
Public Works/Utility Director
City of Eaton Rapids
200 South Main Street
Eaton Rapids, MI 48827

Re: Amendment to Professional Services Agreement: E Knight St. and Center St. Category B Design

Dear Mr. Pierce,

We appreciate the opportunity to continue providing professional services to the city on this streets improvements project. Upon conducting a field investigation into E. Knight Street, it is our recommendation to update additional ADA ramps to be brought within compliance. This amendment is for the design plans required for nine (9) additional ramps, bringing the total number of ramps to be replaced to 15.

Project Understanding

The City of Eaton Rapids is proposing a critical infrastructure improvement project within the MDOT TEDF Category B Grant program to enhance road conditions and improve accessibility within the community. The limits of the project include S. Center Street from E. Knight Street south to the intersection with E. Hamlin Street, approximately 475 linear feet. Also included is E. Knight Street from E. Street to Donegal Street, approximately 2,300 linear feet.

The proposed construction activities involve a 3-inch mill and asphalt overlay (mill and fill) across the full width of the road segment. Targeted curb removal and replacement will be completed where necessary to improve drainage and structural integrity. To ensure compliance with current accessibility standards sidewalk ramps will be field verified and upgraded or installed as needed for ADA-compliance. The project will be completed with new pavement markings to improve traffic safety and guide motorists, cyclists, and pedestrians.

These improvements are essential to address deteriorating pavement conditions, enhancing public safety, and supporting the economic vitality of the area by providing reliable access for residents, emergency services, and local businesses. In addition, the proposed pavement improvements will connect well with other improvement projects that the city has underway.

Scope

Design Phase

1. Develop plans for the replacement of 9 additional ADA ramps that were determined to be out of compliance during field investigations.



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Construction Phase (services to be added via amendment)

Assumptions

1. Six (6) pavement cores up to 2-foot depth will be performed by our sub-consultant.
2. Our survey sub-consultant will be able to use previously collected topo survey along S. Center Street from E. Hamlin St. to E. Knight St., and combine this surface into topographic survey collected for E. Knight St.
3. The scope of services includes replacement/design of fifteen (15) ramps to be updated for ADA compliance. After field verification and this amendment, the scope of services will be increased from 6 to 15 ramps.
4. All permit fees will be the responsibility of the city.
5. The bidding advertisement costs will be the responsibility of the city.
6. The 2020 Standard Specifications for Construction, Michigan Department of Transportation will be the basis for the preparation of the construction plans/specifications, incorporating City standards.
7. The scope of services does not include the preparation of permanent or temporary right-of-way documents, title searches, or property and easement acquisitions. In the event these services are required, they can be provided via amendment.
8. Up to two bidding addenda have been included.
9. The city will be responsible for fees related to the advertisement for bids if required.

Deliverables

1. Bidding Documents
2. EOPCC
3. Periodic Progress Reports as agreed to in the kick-off meeting.
4. PDF submittals of addenda for distribution
5. Bid Tabulations
6. Recommendation for Award letter

Schedule

We propose to complete the services, as outlined herein, in accordance with the following schedule. We reserve the right to adjust the schedule based on the actual date of authorization.

Design Phase	Authorization - March 13, 2026
Bidding Phase	March 13, 2026 - April 10, 2026

Fee

We propose to provide the Additional ADA Compliance Design & Bidding_services, as outlined herein, for a lump sum fee of \$2,500.

This amendment will be subject to the same Standard Contract Provisions as the master agreement. If this amendment is acceptable, please countersign and return one (1) copy to our office. Please do not hesitate to contact us should you have any questions or concerns, or if you need additional information.



An AtkinsRéalis Company

Sincerely,
C2AE

Amanda J. Chudde, PMP
Project Manager

Roger F. Marks, PE
Client Services Leader

Accepted by:

City of Eaton Rapids

Date



MEETING DATE: MARCH 9, 2026

CITY MANAGER

To: Mayor and City Council

Work Session

From: Yvonne Ridge, City Manager

Regular Meeting

Submitted: March 5, 2026

Subject: Brownfield Plan Development Agreement - Swan WFH Inverness Homes, LLC

SUMMARY

The City has been working with the Eaton County Brownfield Redevelopment Authority regarding a Brownfield Reimbursement Agreement for the Swan WFH Inverness Homes, LLC residential development project. The project proposes the construction of 31 new homes, contributing to needed housing development within the community.

The agreement has been reviewed by the Brownfield consultant, Fleis & VandenBrink, as well as the City Attorney, to ensure compliance with applicable brownfield redevelopment laws and the terms of the approved Brownfield Plan.

At its meeting on January 13, 2026, the Eaton County Brownfield Redevelopment Authority approved the Brownfield Reimbursement Agreement associated with this project.

The agreement allows the developer to be reimbursed for eligible brownfield activities through tax increment financing (TIF) as permitted under the Brownfield Plan. The reimbursement will occur only through captured tax increment generated by the development.

STAFF RECOMMENDATION/MOTION

Adopt Resolution 2026-15 to approve the Brownfield Plan Development Agreement with Swan WFH Inverness Homes, LLC

LIST OF SUPPORTING DOCUMENTS

Brownfield Plan Development Agreement – Swan WFH Inverness Homes, LLC



MEETING DATE: MARCH 9, 2026

CITY MANAGER

To: Mayor and City Council

Work Session

From: Yvonne Ridge, City Manager

Regular Meeting

Submitted: March 5, 2026

Subject: Brownfield Plan Agreement - Inverness

SUMMARY

To request City Council approval of the Brownfield Plan Development Agreement between the Eaton Rapids Brownfield Redevelopment Authority (BRA) and Swan WFH Inverness Homes, LLC for the redevelopment of approximately 31 vacant parcels (~5 acres) into new single-family homes.

Background:

- The City adopted a Brownfield Plan on December 8, 2025, to encourage redevelopment of eligible properties under PA 381 of 1996.
- The Inverness Homes Project includes construction of up to 31 new single-family homes, with 4 units income-restricted for households at or below 120% of Area Median Income (AMI) for a 15-year affordability period.
- Total project investment is estimated at \$9,100,000, with construction expected to begin in 2026 and be completed by 2028.
- Eligible redevelopment costs are estimated at \$4,748,452, including contingency and interest, to be reimbursed via Tax Incremental Revenues (TIR) generated from the project.

Analysis:

- The project promotes economic development, increases property values, and adds new housing to the community, including affordable units.
- The BRA approved the agreement at its January 13, 2026 meeting; the agreement has also been reviewed by the City's Brownfield Consultant (Fleis & VandenBrink) and City Attorney.
- The agreement establishes the reimbursement process, Developer commitments, and BRA oversight to ensure project completion and compliance with affordability requirements.
- Approval allows the Developer to proceed with site acquisition, permitting, and construction while aligning with the City's Brownfield Plan.

STAFF RECOMMENDATION/MOTION

Adopt Resolution 2026-16 to approve Brownfield Plan Agreement between the Eaton Rapids Brownfield Redevelopment Authority and Swan WFH Inverness Home, LLC

LIST OF SUPPORTING DOCUMENTS

Brownfield Plan Agreement - Inverness

BROWNFIELD PLAN DEVELOPMENT AGREEMENT

THIS BROWNFIELD PLAN DEVELOPMENT AGREEMENT (hereinafter the “Agreement”), is entered into on March _____, 2026 between EATON RAPIDS BROWNFIELD REDEVELOPMENT AUTHORITY, a Michigan public body corporate, (hereinafter “BRA”), whose address 200 S. Main St. Eaton Rapids, MI 48827, and Swan WFH Inverness Homes, LLC (hereinafter the “Developer”), whose address is 2186 E. Centre Street Portage MI 49002.

Recitals

A. The BRA and the City of Eaton Rapids (hereinafter “City”) have determined that brownfield redevelopment constitutes the performance of an essential public purpose which protects and promotes the public health, safety and welfare.

B. The City established the BRA and adopted a Brownfield Plan (hereinafter the “Plan”), pursuant to the provisions of PA, 1996, Act 381, being MCL 125.2651, et seq., (hereinafter “Act 381”) on, December 8, 2025.

C. The proposed redevelopment consists of thirty-one (31) vacant parcels totaling approximately five (5) acres in the City (the “Project”). The Project will involve preparing the site for development to make way for up to thirty-one (31) new single-family homes. The Project is expected to produce approximately thirteen (13%) percent income restricted single-family rental homes (approximately four (4) of the thirty-one (31) proposed units) to households at or below one hundred twenty (120%) percent of Area Median Income (“AMI”) for a duration of fifteen (15) years. The balance of the remaining units will be offered at market rate. The homes are expected to be built over a three-year period. The total capital investment on the Project is expected to be approximately nine million one hundred thousand (\$9,100,000.00) dollars. Construction of the Project is planned to begin in 2026 and is estimated to be completed by the end of 2028. The property is deemed an “Eligible Property,” under Act 381. The legal description of the property is found in Exhibit A.

D. Act 381 permits the use of the real and personal property tax revenues generated from the increase in the taxable value of property (hereinafter “Tax Increment Revenues” or “TIR”) within the Plan following redevelopment of such property to pay or reimburse the payment of costs of conducting Eligible Activities (these costs are referred to as “Eligible Costs”); and unless Developer is a liable party for the site contamination, permits the reimbursement to Developer of Eligible Costs it has incurred.

E. The total cost of eligible activities associated with this development including contingency and five (5%) percent interest is estimated to be four million seven hundred forty-eight thousand four hundred fifty-two (\$4,748,452.00) dollars. The estimated cost of all eligible activities is summarized in Table 1 (Exhibit B) of the Plan.

NOW THEREFORE, in consideration of the mutual covenants, conditions and agreements set forth below, the parties agree as follows:

1. Recitals. The above recitals are acknowledged as true and correct and are incorporated by reference into this paragraph.
2. The Plan. The Plan, approved by the BRA, is attached as Exhibit B and incorporated as part of this Agreement. To the extent provisions of the Plan or this Agreement conflict with Act 381, Act 381 controls.
3. Term of Agreement. Pursuant to the Plan the BRA shall capture that amount of TIR generated from local, real, and personal property taxes, including school taxes approved by the State of Michigan, allowed by law on the Property. Capture will begin in the first full year after Developer has substantially completed the Project and will continue until full reimbursement of the Developer's Eligible Costs for those Eligible Activities set forth in the Brownfield Plan, which shall not exceed thirty (30) years of capture. Additionally, the Eligible Costs for the Eligible Activities shall not exceed four million seven hundred forty-eight thousand four hundred fifty-two (\$4,748,452.00) dollars which includes interest.

In addition to the foregoing, the Developer understands that, under Act 381, the BRA is authorized to capture TIR generated by the Project to (i) cover certain administrative and operating expenses of the BRA and (ii) make deposits into its Local Brownfield Revolving Fund ("LBRF") for a period of up to five (5) years. The parties further acknowledge that LBRF capture will not begin until the earlier of: (a) the completion of twenty-five (25) years of TIR capture for the Developer, or (b) the point at which the Developer has been fully reimbursed.

4. Eligible Activities. The Eligible Activities shall be as described in Table 1, "Eligible Activity Cost Estimates" in the Brownfield Plan and further defined in any approved Act 381 Work Plan if submitted and approved. Five (5%) percent simple interest shall accrue on the unreimbursed Eligible Activity balance and shall be paid after full reimbursement of approved Eligible Activities.
5. Evidence of Ownership. Prior to requesting the initial reimbursement of Eligible Costs, Developer shall provide to the BRA evidence that the Developer has acquired fee simple title to the Property. Evidence shall include (without limitation) a copy of a recorded deed to the Property in favor of the Developer and shall otherwise be in form and substance satisfactory to the BRA.
6. Reimbursement Source. During the term of this Agreement and except as set forth in Paragraph 7 below, the BRA shall reimburse the Developer for its Eligible Costs, as limited under this Agreement, from all applicable collected from the real and personal property taxes on the Property.
7. Reimbursement Process.

7.1 Cost Reimbursement Request. Before July 31 of the year following completion of the first home in the Project (and no later than one (1) year after the Project is fully completed), the Developer may submit to the BRA an Eligible Costs Reimbursement Form (“Reimbursement Form”) (Exhibit C). The form must identify the costs of each Eligible Activity completed to date, as described in Paragraph 4. With each Reimbursement Form submission, the Developer must also provide sufficient supporting documentation for all Eligible Costs incurred, including: dates of work, detailed descriptions of the work performed, proof of payment, signed lien waivers from all applicable contractors or subcontractors, and itemized invoices for each Eligible Activity. Together, Reimbursement Form and the supporting documentation constitute a “Completed Request.” The Developer may submit multiple Cost Reimbursement Requests, but no more than one per quarter.

7.2 BRA Review. The BRA shall review the Completed Request within sixty (60) days after receiving it. If the BRA determines that the documentation submitted by the Developer is not a Completed Request, then Developer shall cooperate in the BRA’s review by providing any additional documentation of the Eligible Costs as deemed reasonable and necessary by the BRA to complete its review.

7.3 Reimbursement. Twice a year, within sixty (60) days of collection of each of the summer and winter taxes on the Property the BRA shall pay approved Eligible Costs to the Developer from such available TIR following the Plan and this Paragraph 7. Consistent with the Tax Increment Revenue reimbursement schedule in the Plan, the BRA shall receive no more than ten (10%) percent of the local Tax Increment Revenues each year in Administrative Costs. If there are insufficient Tax Increment Revenues available in any given year to reimburse all of the Developer’s Eligible Activities, as described in Paragraph 4, then the BRA shall reimburse the Developer only from available Tax Increment Revenues. The Developer shall receive the available Tax Increment Revenue, less the BRA’s Administrative Costs, during the term of this Agreement, until all the amounts for which submissions have been made, including allowable interest, have been fully paid to the Developer, or the repayment obligation expires, whichever occurs first.

7.4 Method of Reimbursement. The BRA will reimburse the Developer for Eligible Costs as follows:

Checks shall be payable to: **Swan WFH Inverness Homes, LLC**
Delivered to the following address: **2186 E. Centre Ave. Portage, MI, 49002**

8. Contingencies. The obligation of Developer to develop the Project on the Property is contingent upon Developer’s ability to secure the following:

8.1 Developer shall have obtained all necessary governmental and quasi-governmental approvals needed to develop the Property and permit the use of the

Property for the Project, including for example, and not limitation, a special use permit, site plan approvals, zoning variances and/or rezoning, building permits, and any and all other permits, consents and final approvals and authorizations necessary to develop, construct and utilize the Property for the Project.

8.2 Approval by Michigan Economic Development Corporation (“MEDC”), Michigan State Housing Development Authority (“MSHDA”) and other state agencies of financial incentives needed by Developer for the Project, including without limitation the approval of the Act 381 Work Plan.

9. Adjustments. The parties acknowledge that adjustments regarding the amount of TIR paid to Developer may occur under any of the following circumstances:

9.1 Audit or Court Ruling. If either a state agency of competent jurisdiction conducting an audit of payments made to the Developer under this Agreement or a court of competent jurisdiction determines that any portion of the payments made to the Developer under this Agreement is unlawful under Act 381, the Developer shall pay back to the BRA that portion of the payments made to the Developer within thirty (30) days of such determination. However, the Developer shall have the right, before any such repayment is made to appeal on its or the BRA’s behalf any such determination made by a state agency or court, and the BRA agrees to cooperate with Developer in any such appeal. If the Developer is unsuccessful in that appeal, the Developer shall repay the portion of payments found to be unlawful to the BRA within thirty (30) days of the date when the final determination is made on the appeal.

9.2 Reduction in Property Assessments. If during the term of this Agreement Developer successfully petitions the Michigan Tax Tribunal (“Tribunal”) to lower the assessments levied by the City against the Property for tax purposes, the provisions under Paragraph 3 will require a redetermination regarding the amount of TIR that would be captured over the reimbursement term of this Agreement as a result of such lower assessments. If such amount is less than the actual amount of TIR that the BRA has already paid to the Developer, Developer shall reimburse the BRA the difference between the total amount of adjusted TIR captured over the reimbursement term and the amount actually paid to Developer. Otherwise, any refund due to the Developer as a result of the lower assessments is limited only to the amount such refund exceeds the amount of TIR paid to Developer for those years covered by the Tribunal’s Order.

10. Developer Commitments. In consideration of the inclusion of the Property into the Plan, the additional financial incentives included with this Project and the resulting financial benefits which it expects to receive, Developer agrees to the following:

10.1 Project. The Project consists of thirty-one (31) vacant parcels totaling approximately five (5) acres in the City. The Project will involve preparing the site for development to make way for up to thirty-one (31) new single-family homes. The Project is expected to produce four (4) single-family rental homes income restricted to households at or below one hundred twenty (120%) percent of Area Median Income (AMI)

for a duration of fifteen (15) years. The balance of the remaining units will be offered at market rate. The homes are expected to be built over a three-year period. The total capital investment on the Project is expected to be approximately nine million one hundred thousand (\$9,100,000.00) dollars.

10.2 Monitor Affordability Occupancy Requirement. The Developer shall monitor and ensure that at least thirteen (13%) percent of the development (approximately four (4) of the thirty-one (31) proposed units) is occupied by households or individuals that meet income requirements and that the rents being charged on an annual basis are no more than the one hundred twenty (120%) percent AMI rents for the applicable rent by bedroom amounts, as described in the then applicable MSHDA Income and Rent Limits Table.

10.3 Satisfy MSDHA Eligibility Requirement. Developer must ensure that households are eligible at the time of initial occupancy by requiring that households self-certify using the MSDHA Household Income Self-Certification Form or as otherwise approved by MSHDA.

10.4 Period of Affordability. The single-family income restricted homes shall be at no more than the one hundred twenty (120%) percent AMI for a period of 15 years. After 15 years of affordability, Developer may rent or sell the single-family homes at market rate.

10.5 Project Renderings, Drawings or Plans. Developer will provide any updated conceptual renderings, architectural or engineering drawings or plans for the Project (collectively hereinafter "Project Plans") to the BRA within a reasonable time after any Project Plan is completed. Any substantial deviation in the Project or Project Plans requires the consent of the BRA, which shall not be unreasonably withheld, conditioned or delayed. Final Project Plans or 'As Built' plans shall be submitted to the BRA within 10 days of their completion.

10.6 Ordinances and Other Agreements. To redevelop and improve the Property, including landscaping and all other improvements required for the Project, in compliance with all applicable federal, state and local laws, rules and regulations, including, without limitation, building and zoning codes, site plan review, this Agreement and with any other agreement that relates to the Property or the Project.

10.7 Cooperation and Reporting. To assist and cooperate with the BRA in providing information that the BRA may require in providing necessary reports to other governmental agencies. The Developer shall report, by April 1, the following information to the Authority for the previous calendar year, as applicable

- a. Number of residential units constructed or rehabilitated
- b. Square feet of new or rehabilitated residential, retail, commercial, or industrial space;
- c. Number of new jobs created;
- d. For projects actively capturing TIR, the amount of actual capital investment;

e. Any additional information deemed necessary by the Authority.

11. BRA Commitments. In consideration of the preceding commitments of Developer the BRA agrees to the following:

11.1 Tax Increment Revenues. To utilize TIR to reimburse Developer for Eligible Costs incurred by Developer in completing the Project as detailed above.

11.2 Cooperation. To cooperate and utilize its best efforts to assist Developer in obtaining any governmental approvals contemplated for the Project, including the approval by the Michigan State Housing Development Authority to capture taxes levied for school operating purposes under Section 13b of Act 381.

11.3 Tax Credits/Other State Incentives. To assist and support Developer's application to receive state tax credits or other state incentives for which either Developer or the Project is eligible.

12. Legislative Authorization. This Agreement is governed by and subject to the restrictions set forth in Act 381. If there is legislation enacted in the future which alters or affects the amount of TIR subject to capture or Eligible Activities, then the Developer's rights and the BRA's obligations under this Agreement may be modified accordingly by written agreement of the parties.

13. Freedom of Information Act. Developer understands that all documents, with the exception of any protected confidential financial information, submitted by Developer to either the City or BRA may be subject to release under the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, as amended, (hereinafter "FOIA"), and that the City has the final determination regarding to what extent such documentation should be released, partially or in their entirety. No claim of trade secrets or other privilege or exception to FOIA will be asserted by Developer as it relates to this Agreement or such other documents.

14. Plan Modification. The Plan and this Agreement may be modified to the extent allowed under Act 381 by mutual agreement of the parties.

15. Notices. All notices and other communications required or permitted under this Agreement are effective only if done in writing and delivered (i) personally, (ii) one day after being sent by overnight courier, or (iii) three days after being mailed by registered mail, return receipt requested, to the following addresses (or any other address that is specified in writing by either party):

If to Developer: Swan WFH Inverness Homes, LLC
c/o Tom Larabel
2186 E. Centre Ave.
Portage, MI, 49002

If to the BRA: Chairperson

c/o Yvonne Ridge, City Manager
Brownfield Redevelopment Authority
200 S. Main St.
Eaton Rapids, MI 48827

With copies to: Richard Cherry
Miller Johnson
100 West Michigan Ave
Suite 200
Kalamazoo, MI 49007

Cullen Harkness
The Harkness Law Firm, PLLC
4121 Okemos Rd, Ste 17
Okemos, MI 48864

16. Events of Default. During the term of this Agreement any of the occurrences listed below is considered a default and shall entitle BRA, at its option and without notice except as required by law, to exercise any of its rights under Paragraph 17.

16.1 Breach of Time Periods. Failure to abide by the time periods or due dates under which Developer commits to perform or undertake certain work or activities regarding the Project, including any additional time the BRA elects to provide Developer to cure such default in a written notice.

16.2 Project Criteria/Developer Commitments. Failure to substantially meet the capital investment; failure to substantially complete the Project in accordance with Project Plans, or to satisfy the requirements set forth in the approved site plan; or failure to substantially fulfill the Developer Commitments under Paragraph 10, or otherwise comply with the terms of this Agreement.

16.3 Property Taxes. Failure by Developer to pay when due all taxes levied against the Property, or any personal property owned by Developer in connection with the Project or the Property.

16.4 Financial Integrity of Developer or Project. Actions by Developer, another entity or governmental unit that negatively impact the financial integrity or viability of the Project, including without limitation:

- a) a judicial foreclosure action or initiation of foreclosure by advertisement to enforce mortgage, lien, or other encumbrance against Developer; or
- b) an appointment by a court of a receiver or trustee for Developer; or
- c) a decree by a court adjudicating Developer bankrupt or insolvent, or for the sequestration of any of its property; or

- d) the filing of a petition in bankruptcy by or against Developer under the U.S. Bankruptcy Code or any similar statute which is in effect; or
- e) an assignment by Developer for the benefit of creditors or a written admission by Developer of the inability to pay debts generally as they become due.

17. Default Remedies. If Developer fails to cure any event of default as outlined in Paragraph 16 within 30 days (or such additional time as BRA permits) of written notice to Developer, the BRA shall have the option to exercise one or any combination of remedies under this Agreement or otherwise available at law or in equity, including without limitation:

17.1 Reimbursement of TIR. To withhold, suspend or rescind reimbursement to Developer for Eligible Costs from TIR as set forth in Paragraph 4 and subparagraph 7.3 until Developer has cured such default to the satisfaction of BRA. Any such action by the BRA shall not under any circumstances extend the time period under subparagraph 3.2 unless specifically approved by BRA.

17.2 Rebate of TIR. To obtain the immediate rebate of all payments made to Developer for reimbursement of Developer's Eligible Costs that BRA paid through date of the event of default.

17.3 Expenses Incurred by BRA. To reimburse BRA for all costs and expenses, except for attorney fees.

18. Governing Law. This Agreement is governed under applicable Michigan law. Both parties had the assistance of legal counsel in the negotiation and preparation of this Agreement. Therefore, no construction or ambiguity of this Agreement is resolved against either party.

19. Binding Effect/Third Parties. This Agreement applies to and benefits both parties and their successors. The Developer may assign this Agreement to one of its affiliates without restriction. An "affiliate" means any business or entity that the Developer owns or controls, that owns or controls the Developer, or that is under common ownership or control with the Developer. The Developer must give the BRA written notice at least 14 days before the assignment takes effect. The BRA must approve and authorize the assignment at its next scheduled meeting. Any other assignment of this Agreement requires the prior written consent of the other party, and that consent cannot be unreasonably withheld.

20. Waiver. A party does not waive any of its rights under this Agreement if that party fails to complain about an act or omission by the other party, no matter the duration of such act or omission. And a waiver by either party, whether expressed or implied, of any

breach of a provision in this Agreement is not considered a waiver or consent to any subsequent breach of this same or other provision.

21. Authorization. Each of the parties represents and warrants to the other that this Agreement and its execution by the individual(s) on its behalf are authorized by the board of directors or other governing body of that party.

22. Entire Agreement/Counterparts. This Agreement supersedes all agreements previously made between the parties relating to the subject matter. There are no other understandings or agreements between them. This Agreement may be signed in counterparts, which together shall comprise a single agreement, and the effective date for which shall be the date it is signed by both parties.

23. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

24. Definitions. The terms set forth in this Agreement shall have the same meaning as commonly used, except any term that is defined under FOIA, Act 381 or any other applicable state statute shall have the meaning set forth under that statute, as such may be amended.

Dated: January ____, 2026 EATON RAPIDS BROWNFIELD
REDEVELOPMENT AUTHORITY

By: _____

Its: Chairperson

Dated: January ____, 2026 SWAN WFH INVERNESS HOMES, LLC

By: _____

Its: Member

Prepared By:
Richard Cherry
Miller Johnson
100 West Michigan Ave
Suite 200
Kalamazoo, MI 49007



MEETING DATE: MARCH 9, 2026

CITY MANAGER

To: Mayor and City Council

Work Session

From: Yvonne Ridge, City Manager

Regular Meeting

Submitted: March 5, 2026

Subject: Wastewater Treatment Plan Repair

SUMMARY

The auger at the City's Wastewater Treatment Plant (WWTP) is a critical component in the solids handling process, moving sludge and other material through the treatment system for proper processing and disposal. The existing auger is non-functional, causing significant disruption to plant operations. Its failure has resulted in increased maintenance demands, operational delays, and safety concerns for plant personnel. Continued downtime of this equipment poses a risk to treatment plant efficiency and compliance with environmental regulations.

Director Pierce has ordered the replacement parts from Hamlett Environmental Tech in the amount of \$29,690.35. City Manager Ridge approved the order due to the urgency of the situation and the 14-week lead time for the auger. Immediate action was necessary to avoid further operational disruption.

Funding for this purchase is available through the WWTP equipment replacement budget for FY2026.

STAFF RECOMMENDATION/MOTION

Adopt Resolution 2026-17 to approve purchase of Wastewater treatment Plant

LIST OF SUPPORTING DOCUMENTS

JWC Environmental Quote for Auger



Customer Service Center
 2600 S. Garnsey Street
 Santa Ana, CA 92707 USA
 Phone: 949 833-3888
 Toll Free: 800 331-2277
 Fax: 714 242-0240

Customer: 700421

Hamlett Environmental Tech-USD
 714 E. Grand River Ave. Ste 1
 Howell, MI 48843
 US - UNITED STATES

Quote Number: C-135627-V0Y0-B

Quote Date: 02/24/2026

Terms: Net 30 Days

Pricing: Valid 60 Days

FOB: Origin

Lead Time: 6-8 Weeks ARO/Shipping and Handling Not Included

Grinder Serial #: 101208-5-1

Ticket #: C-135627-V0Y0

Project: Eaton Rapid WWTP

We thank you for your inquiry and are pleased to quote pricing and delivery on the equipment listed below. This quotation is subject to terms and conditions listed on the JWC Environmental "Terms and Conditions" page, and in Clarifications and Exclusions listed below.

Part Number	Description	Qty	Unit Price	Extended Price
AMC0102-1501-2802	SCREEN, SEGMENT 6MM PRF 45DG 1500MM RB	1	\$12,221.42	\$12,221.42
AMA0160-3200-285-4 5	BRUSH KIT, AMA3200-285 45DEG	1	\$949.82	\$949.82
AMA0140-3200-MC	SPIRAL ASSY, GRVD 3245 MC Paint: Epoxy Coal Tar	1	\$5,086.92	\$5,086.92
AMA0010-2002	2HP TEXP 208-230/460V 1.0SF Paint:Epoxy Green **Assemble to Gearbox**	1	\$2,844.64	\$2,844.64
AMA0011-0005	PAR GEARBOX ASY 160:1 H/I 145TC Paint: Epoxy Green	1	\$6,397.08	\$6,397.08
AMA0000-0001	DRIVE HARDWARE, HORZ/INCL 285M CON	1	\$2,190.47	\$2,190.47
Shipping	Shipping & Handling Not Included	1	\$0.00	\$0.00

Please verify serial number is correct.

Sub Total \$29,690.35
Tax
Total \$29,690.35

Notes:

1. Please fax or mail a Purchase Order for the total amount and we can process your order. Please include the following:



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 242-0240

- Billing Address, Ship to Address, and sales tax exemption certificate.
2. Reference the JWC quote number on your Purchase Order.
 3. Sales tax is not included in price.
 4. Note on your purchase order that Shipping and Handling will be added to the invoice.
 5. Availability of parts are subject to change at any time.
 6. 20% restocking fee on all returns.
 7. If the cost to JWC of performing its obligations under the contract and/or the time for performance shall be increased after the date of issuance of quotation by reason of enactment or amendment of any law, order, regulation or by-law having the force of law, inclusive of tariffs, the amount of such increase shall be added to the quoted contract price and/or quoted delivery date adjusted accordingly.

Clarifications and Exceptions

1. Subject to attached JWC Environmental Standard Terms and Conditions of Sale.
2. All quotes on orders over \$250,000 include milestone payments of 30% on Approved Submittals; 70% on Shipment.

Thank-You for your Business!

JWC Environmental Inc
Ivan Zambrano
Customer Service



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2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 242-0240

Please provide the following information. Failure to do so may delay processing of order. Quote #: C-135627-V0Y0-B

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Bill To Name & Address:

Ship To Name & Address:

Email Address: _____

PO# _____

Payment terms: Net 30 FOB: Origin

Preferred Shipping Method (Required to Process Your Order):

Prepay & Add to Invoice

Collect Account #: _____

Carrier: _____

JWCE will add shipping and handling charges to invoices unless otherwise specified.

Please fax or email your PO and most recent tax certificate to:

Fax (714) 242-0240

Email servicesales@jwce.com

Signature: _____

Date: _____



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Fax: 714 242-0240

JWC ENVIRONMENTAL TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 ½% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Seller's documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Seller's until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America

DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Seller's determination

PRICES

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Seller's. Product must be returned to Seller at Buyer's expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Product use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors; the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER, NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

CONFIDENTIAL INFORMATION

Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

CHANGES IN PRODUCTS

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY

This agreement is entered into in Costa Mesa, California. This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of California. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.

ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products under "Limited Warranty" above, any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject



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to all of the limitations on liability and other related terms and conditions set forth in this agreement.

EXCLUSIVE TERMS AND CONDITIONS

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATION, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HERewith CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN.

F360JWCE0107



MEETING DATE: 03/09/2026

BUILDING DEPARTMENT

To: Mayor and City Council

Work Session

From: LeRoy Hummel, Building Official

Regular Meeting

Submitted: 03/05/2026

Subject: Conditional Use - vacant land on Michigan Road (54.35 acres)

SUMMARY

On 3.02.26 the Planning Commission held a Public Hearing for a Conditional Use (Plant Nurseries and Greenhouse) for the above property. After the hearing the Commission made a recommendation to Council to approve the Conditional Use as requested. Please review Article XXIII Conditional Use Requirements.

Please see attached communication for additional information.

STAFF RECOMMENDATION/MOTION

Approve Conditional Use as recommended by Planning Commission

LIST OF SUPPORTING DOCUMENTS

Application

Planning Commission Communication

Area Map

RD-1 Ordinance

Article XXIII Conditional Use Requirements



CONDITIONAL USE APPLICATION

Application Fee: \$300.00	<i>Application Dated:</i> 1/29/26
<i>Applicant/Owner Name (please print):</i> Caleb Brinson	
<i>Applicant/Owners Phone Number:</i> (517) 648-3480	<i>Applicant/Owners Email Address:</i> cbrinson@e-flowergarden.com
<i>Applicant/Owner's Street Address:</i> 501 Carlisle St Eaton Rapids MI 48827	<i>Address for Proposed Conditional Use:</i>
<i>Parcel No.:</i> 300-027-400-001-05	<i>Current Zoning of App. Subject Property:</i> RD1
<p>1. <i>Type of Conditional Use Requested:</i></p> <p>Plant nurseries and greenhouses</p> <p>↳ For growing plants</p>	
<p>2. If you are not the current owner of the property which this application is for, but have a pending purchase agreement, please submit a copy of that purchase agreement with this application.</p>	
<p>3. I HEREBY DEPOSE THAT ALL OF THE INFORMATION PROVIDED IN THIS APPLICATION AND ANY ATTACHMENT SUBMITTED HEREWITH ARE TRUE AND CORECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.</p>	
<i>Applicant/Owners Signature:</i>	<i>Dated:</i> 1/29/26
FOR USE BY CITY EMPLOYEES ONLY	
<i>Date Received:</i> 29 Jan 2026	<i>Date Paid:</i> 29 Jan 2026

Article V
 Low Density Single-Family District (RD-1)
 Sec 5.30 Conditional Use(G) Plant nurseries and greenhouses.
 for 54.35 acres
 Article xx111 - Conditional Use Requirements

Planning Commission Communication

TO: Planning Commission

FROM: LeRoy Hummel, Building/Zoning Official

DATE: February 2, 2026

SUBJECT: The Commission will hold 3 public hearings this month, one will be a conditional use, one will be to rescind the Commercial Medical Marijuana Facilities ordinance and the other will be added language to the ordinance for Short-Term Rentals.

- 1. Michigan Road vacant property (54.35 acres)**– Caleb Brinson has applied for a conditional use for a Plant Nursery and Greenhouse use in a Low-Density Single Family Residential District (RD-1) (Please see attached map for location) Article V, section 5.30 Conditional Use (G). Mr. Brinson would like to grow plants on the property to supply his business, The Flower Garden, and Mr. Brinson will give the commission more details on their plans. At this time Mr. Brinson did not request approval for any buildings, just plants. The commission will have to follow Article XXIII – Conditional Use requirements when considering this request.
As you will notice, in the conditional use section 23.30 it addresses requirements for **commercial** green houses, plant nurseries, and garden centers exceeding 1,000 square feet. It does not address requirements for plant nurseries and greenhouses in a RD-1 zoning.
I have included the ordinances for the conditional use. I have also included the General Business uses as Plant Nurseries and Green Houses are also allowed in this zoning district.
This will be a recommendation to City Council.
- 2. Commercial Medical Marijuana Facilities ordinance** – The Commission will be recommending to the City Council to either rescind or to keep it in place Article XXIII, sections 23.50 and 23.60. There has been no interest in the Overlay District property for a Commercial Medical Marijuana Facility since the ordinance was adopted.
- 3. Short Term Rental (STR) ordinance** – The Commission will be considering what zoning districts to allow short term rentals to be located in and if they should be allowed as a Principal Permitted Use or a Conditional Use. Zoning Districts include Traditional Residential, Low Density Single-Family Residential, Single-Family and Two-Family Residential, Multiple-Family Residential, and Central Business District. The STR

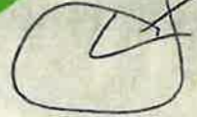
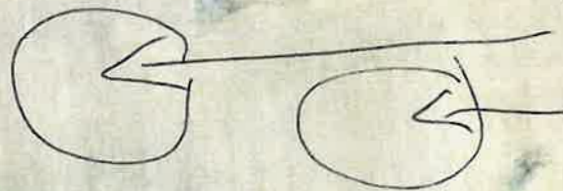


J.P. Sullivan Dr.

J.P. Sullivan Dr.

J.P. Sullivan Dr.

Growing plants

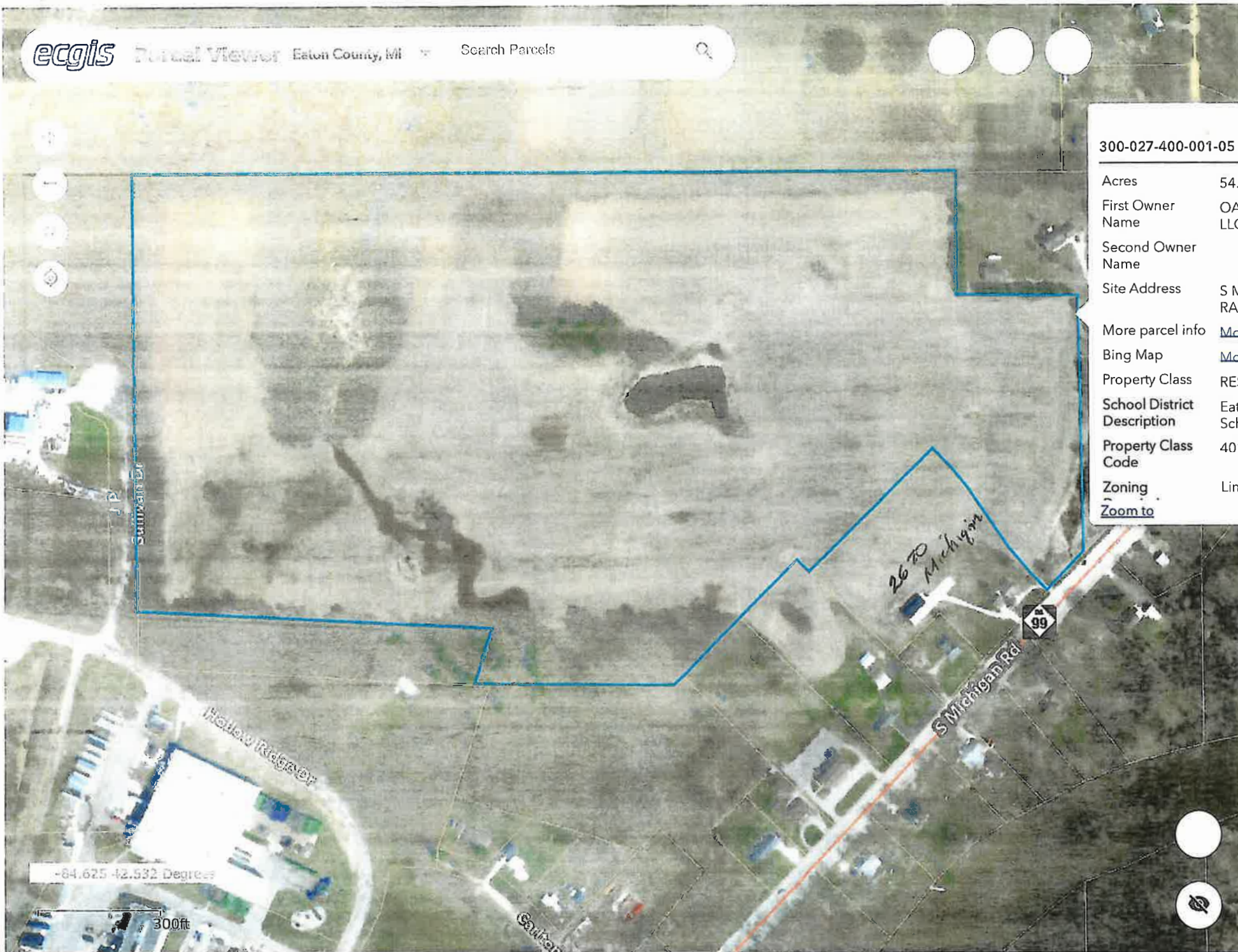


ecgis

Parcel Viewer

Eaton County, MI

Search Parcels



300-027-400-001-05

Acres	54.1
First Owner Name	OA LLC
Second Owner Name	
Site Address	S M RAJ
More parcel info	Mo
Bing Map	Mo
Property Class	RES
School District Description	Eat Sch
Property Class Code	401
Zoning	Lim
Zoom to	

ARTICLE V. - LOW DENSITY SINGLE-FAMILY RESIDENTIAL DISTRICT (RD1)**Sec. 5.10. - Purpose.**

The purpose of this district is to provide an environment in which the principal use of land is for single-family dwellings of a relatively low density. It is further the intent of this district to provide for such uses as schools, churches, libraries, parks, playgrounds, and other public and semi-public uses, along with certain home occupations, accessory buildings, and others to coexist on a limited and structured basis adjacent to residential uses.

Further, the objectives of this Article include:

- A. To encourage the construction of, and the continued use of the land for single-family dwellings;
- B. To prohibit intensive business, commercial, or industrial use of the land, and to prohibit any other use which would substantially interfere with development or maintenance of single-family dwellings in the district.
- C. To encourage the discontinuance of existing uses that would not be permitted as new uses under the provisions of this Ordinance.
- D. To discourage any land use which would generate volumes of traffic on minor or local streets, greater than that normally associated with residential streets.
- E. To discourage any use which, because of its character or size, would create requirements and costs for public services such as fire and police protection, water supply, and sewer treatment substantially in excess of such requirements and costs normally associated with single-family dwellings.
- F. To permit the continuation of the agricultural use of open lands in such a manner that their future use as desirable residential areas will be guaranteed.

Sec. 5.20. - Principal Permitted Uses.

No building or land shall be used and no building shall be erected except for one (1) or more of the following specified uses, unless otherwise provided in this Ordinance:

- A. Single-family detached dwellings.
- B. Home occupations.
- C. Adult foster care family homes, provided, this subsection shall not apply to adult foster care facilities, licensed by a state agency, for the care and treatment of persons released from or assigned to adult correctional institutions.

- D. Public, quasi-public, and institutional uses, such as, but not limited to, municipal buildings and offices, courthouses, public off-street parking facilities, libraries, museums, public safety facilities, parks, post offices, and civic centers, (excluding storage yards for the same).
- E. Essential public services when conducted within a completely enclosed building, excluding storage yards.
- F. Churches and other facilities normally incidental thereto.
- G. Off-street parking.
- H. Accessory structures and uses customarily incidental to the above permitted uses.

Sec. 5.30. - Conditional Uses.

The following uses shall be considered conditional and shall require a conditional use approval, and shall comply with any applicable conditional use requirements of Article XXIII:

- A. Home-based businesses.
- B. Public, parochial, and private elementary, intermediate, and/or high schools offering courses in general education, not operated for profit.
- C. Public hospitals, but not including institutions for the care of the insane, provided that the hospital is adjacent to an arterial roadway as defined in the Eaton Rapids Comprehensive Plan.
- D. Private recreation areas, uses, and facilities including country clubs, golf courses, and swimming pools.
- E. Public utility buildings, telephone exchange buildings, electric transformer stations and substations, and gas regulator stations, but not including service or storage yards, when operating requirements necessitate the locating within the district in order to serve the immediate vicinity.
- F. Cemeteries.
- G. Plant nurseries and greenhouses.
- H. Private stables for the keeping of horses and ponies for private use.
- I. Truck gardening and associated road stand solely for the sale of produce grown on the land used for agricultural purposes.
- J. Daycare center.
 - 1. The site shall be evaluated for the degree of potential residential and institutional use conflicts.
 - 2. The site should preferably be located at the edge of residential districts.
 - 3. The site shall have a minimum lot area of sixty-five thousand (65,000) square feet.

4. Site locations should offer natural or manmade barriers that would lessen the impact of the institutional intrusion upon a residential area.
 5. The building shall use massing, building materials and architectural elements to blend in with the surrounding residential areas, such as peaked roofs and porches.
 6. All playground equipment and areas for playing and exercise shall be in the side and/or rear yard of the property. This area shall contain a minimum of five thousand (5,000) square feet per twelve (12) children and be screened from abutting residential uses and districts.
 7. Motor vehicle ingress and egress shall be made directly to an arterial street as defined in the Eaton Rapids Comprehensive Plan and setback a minimum of twenty (20) feet from abutting residential properties or uses.
 8. The building front, side and rear setbacks shall be thirty (30) feet minimum from the property or street lines unless determined by the Planning Commission a greater setback is needed.
 9. Parking and drop off/pick up areas shall be located in the side and rear yards with a setback of twenty (20) feet minimum from the property lines and screened in accordance with Section 21.10.
 10. One nonilluminated wall sign not to exceed six (6) square feet shall be the only signage permitted.
 11. Paved walkways shall be provided from the main building entrance(s) to any sidewalks along the adjacent public street.
 12. Waste receptacles and mechanical equipment shall be screened in accordance with the standards identified in Section 20.30.
- K. Convalescent or nursing homes, housing for the elderly.
1. The site shall be evaluated for the degree of potential residential and institutional use conflicts.
 2. The site should preferably be located at the edge of residential districts.
 3. The site shall have a minimum lot area of two (2) acres.
 4. Site locations should offer natural or manmade barriers that would lessen the impact of the institutional intrusion upon a residential area.
 5. The building shall use massing, building materials and architectural elements to blend in with the surrounding residential areas, such as peaked roofs and porches.
 6. The allowable density of the underlying zoning district may be increased by no more than fifty (50) per cent for all nursing care units licensed by the State of Michigan, or twenty-five (25) per cent for nonlicensed nursing care and supportive care units.

7. All dwelling units shall have a minimum of four hundred fifty (450) square feet per unit.
8. Motor vehicle ingress and egress shall be made directly to an arterial street as defined in the Eaton Rapids Comprehensive Plan and setback a minimum of twenty (20) feet from abutting residential properties or uses.
9. The building front, side and rear setbacks shall be thirty (30) feet minimum from the property or street lines unless determined by the Planning Commission a greater setback is needed.
10. Parking shall be located in the side and rear yards with a setback of twenty (20) feet minimum from the property lines and screened in accordance with Section 21.10.
11. Retail and service uses may be permitted on the site, if such uses are accessory to the elderly housing use. All such uses shall be within the residential building. Nonilluminated wall signs not to exceed twelve (12) square feet are the only signage permitted for these accessory uses.
12. Signage for the main use shall be a monument sign not to exceed six (6) feet in height and twenty-five (25) square feet in area.
13. Paved walkways shall be provided from the main building entrance(s) to any sidewalks along the adjacent public street.
14. Ambulance and delivery areas shall be obscured from adjoining residential properties in accordance with the standards identified in Article XX.
15. Waste receptacles and mechanical equipment shall be screened in accordance with the standards identified in Section 20.30.

(Ord. No. 2016-3, 4-11-16)

Sec. 5.40. - Development Requirements.

The following requirements shall be met within a Low Density Single-Family Residential District (RD1):

- A. Development plan approval for all non single-family residential uses as specified in Article XVI of this Ordinance.
- B. Off-street parking, loading, and access management standards for all uses specified in Article XXI of this Ordinance.
- C. Signs for all uses as specified in Article XXII of this Ordinance.
- D. Height, area, lot coverage, and yard regulations as specified in Article XVII of this Ordinance.
- E. Landscaping requirements as specified in Article XX of this Ordinance.

ARTICLE XXIII. - CONDITIONAL USE REQUIREMENTS**Sec. 23.10. - Purpose.**

The formulation and enactment of this Ordinance is based upon the division of the city into specific districts, in each of which certain specified, mutually compatible uses are permitted by right. In addition to such uses, however, there are certain other uses which may be essential or desirable for the welfare of the community and its citizenry, or substantial parts of it. Such uses may be entirely appropriate and not essentially incompatible with the uses permitted by right in a zoning district, though not at every or even at any location therein, or without restrictions or conditions being imposed by reason of special problems presented by the use or its particular location in relation to neighboring properties.

This Ordinance therefore requires approval of conditional uses of each use listed in the individual zoning districts as "conditional uses", and specifies in this section the procedures and standards that are to be followed.

Sec. 23.20. - Application and Review Procedure.

The following application and review procedure shall be utilized for the issuance of a conditional use permit:

- A. *Initiation of request for conditional use.* Any person having a freehold interest in land, or a possessory interest entitled to exclusive possession, or a contractual interest which may become a freehold interest, and which is specifically enforceable, may file an application to use such land for one or more of the conditional uses provided for in this Ordinance in the zoning district in which the land is located.
- B. *Application for conditional use.* An application for a conditional use shall be filed with the building inspector on an application form prescribed by the city. The application shall be accompanied by such plans and/or data prescribed by the building inspector and shall include as a minimum the requirements of Article XVI, Development Plan. Additionally, evidence shall be provided demonstrating that the proposed conditional use conforms to the standards set forth in this Article. All required fees, including the costs associated with notices for the public hearing, as prescribed by the city council shall accompany the application.
- C. *Action on the application.* Upon receipt of an application that complies with all submittal requirements and payment of all applicable fees, the city shall have published in a newspaper of general circulation in the city, one (1) notice that a request for a conditional use approval has been received. Additionally, the city shall send by mail or by personal delivery said notice to all owners of property for which approval is begin considered, to property owners and occupants of each dwelling unit within three hundred (300) feet of the boundary of the

property in question. For structures containing more than four (4) dwelling units owned or leased by different individuals, partnerships, businesses, or organizations, notice may be given to the manager or owner of the structure, who shall be requested to post the notice at the primary entrance to the structure.

The notice shall be given not less than five (5) and not more than fifteen (15) days before the application will be considered. If the name of the occupant is not known, the term "occupant" may be used in making notification.

The notice shall:

1. Describe the nature of the conditional use request.
2. Indicate the property, which is subject of the conditional use request.
3. State when and where the conditional use request will be considered.
4. Indicate when and where written comments will be received concerning the request.
5. Indicate that a public hearing on the conditional use request may be requested by a property owner or the occupant of a structure located within three hundred (300) feet of the boundary of the property being considered for a conditional use.

- D. *Public hearing.* At the initiative of the planning commission, or upon the request of the applicant for conditional use authorization, or a property owner or the occupant of a structure located within three hundred (300) feet of the boundary of the property being considered for the conditional use approval, a public hearing with notification as required for a notice of request for conditional use approval, shall be held before a decision on the conditional use request is made. If the applicant or the planning commission requests a public hearing, only notification of the public hearing need be made. A decision on a conditional use request, which is based on discretionary grounds shall not be made unless notification of the request for conditional use approval, or notification of a public hearing on a conditional use request is given as required by this Article.
- E. *Authorization.* For each application for a conditional use, the building inspector and/or consultant retained by the city, shall review said application and make a recommendation to the planning commission. The planning commission may deny, approve, or approve with conditions any application for a conditional use.
- F. *Basis for decision.* The planning commission shall incorporate their decision into a statement of conclusions relative to the conditional use under consideration. The decision shall specify the basis for the decision and any conditions imposed.

Sec. 23.30. - Standards and Requirements Per Conditional Use.

For the purpose of this Ordinance, these uses shall be known as conditional uses as set forth in the individual districts and shall be allowed within that particular district subject to the development requirements for the district, provided the city council finds the conditional use affirmatively meets the following criteria deemed applicable in each case, and any specific standards of approval for that use:

- A. The conditional use will promote the use of land in a socially and economically desirable manner for persons who will use the proposed land use or activity, for landowners and residents who are adjacent thereto, and for the city as a whole;
- B. The conditional use is compatible and in accordance with the goals, objectives, and policies of the city's adopted land use plan and/or master plan;
- C. The conditional use is necessary for the public convenience at that location;
- D. The conditional use is compatible with adjacent uses of land and can be constructed, operated, and maintained so as to continue to be compatible with the existing or intended character of the general vicinity and so as not to change the essential character of the area in which it is proposed;
- E. The conditional use shall be of such location, size, and character that it will be harmony with the appropriate and orderly development of the district in which it is situated and will not be detrimental to the orderly development of adjacent districts;
- F. The conditional use is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected;
- G. The conditional use can be adequately served by public services and facilities without diminishing or adversely affecting public services and facilities to existing land uses in the area;
- H. The conditional use will not cause injury to the value of other property in the neighborhood in which it is to be located;
- I. The location, use, and assembly of persons in connection with the proposed conditional use will not be hazardous to the district in which the use is located, hazardous to a specific use or life and property within the district, or be incongruous therewith or in conflict with the normal traffic of the district;
- J. The conditional use will protect the natural environment, help conserve natural resources and energy, and will not involve uses, activities, processes, materials, and equipment or conditions of operation that will be detrimental to the natural environment, public health, safety, or welfare by reason of excessive production of traffic, noise, smoke, odors, or other nuisance;
- K. The vehicular circulation for the proposed conditional use will be in the best interest of the public health, safety, and welfare in relationship to egress/ingress to the site, vehicular turning movements related to street intersections and street gradient, sight distance, and

potential hazards to the normal flow of traffic; and

L. The conditional use is within the provisions of uses requiring conditional use approval as set forth in the various zoning districts herein, is in harmony with the purposes and conforms to the applicable regulations of the zoning district in which it is to be located, and the proposed site layout is in compliance with the general standards of Article XVI, regarding site development and shall insure that:

1. The use and associated activities on the property are so located as not to hinder the projected development of the adjacent properties or to impair the existing uses of adjacent lands. This shall include all uses associated with the particular use such as parking, lighting, display signs, etc.
2. Sufficient landscaping, fencing, walls, and other means of buffering are provided to insure that operation of the use will not be objectionable to nearby uses or dwellings by reason of noise, fumes, or flash of lights nor interfere with an adequate supply of light and air, nor increase the danger of fire or otherwise create the potential of endangering the public safety.

No conditional use approval shall be granted by the city council unless it finds the conditional use affirmatively meets the criteria listed herein which are deemed applicable in each case.

In addition to the previous standards, the following shall be adhered to:

Adult Foster Care Group Homes

1. The site shall be evaluated for the degree of potential residential and commercial use conflicts.
2. No foster care group homes shall be located closer than one thousand five hundred (1,500) feet to any other foster care group home or foster care family home, measured from the nearest wall of each structure.
3. No additional facility shall be approved which would contribute to an excessive concentration of foster care group homes within a neighborhood.

Agricultural Processing Plants, Breweries, Distilleries, Canning Facilities, and Chemical Plants

1. The site must be evaluated for consideration of potential odor and pollution nuisances.
2. The site must abut an arterial as defined in the Eaton Rapids Comprehensive Plan, with all ingress and egress directly to such a street.

Automobile and Other Vehicle Wash Establishments

1. A minimum front yard setback of twenty (20) feet shall be required for all structures.
- 2.

Required off-street parking and vehicle waiting areas shall be provided in accordance with Article XXI.

Automotive Fueling Stations, Service Stations, Repair Centers, and Public Garages

1. All standards and requirements identified in Article XVIII shall be adhered to.

Boarding Houses, Rooming Houses, and Lodging Houses, and Bed and Breakfast Inns

1. All standards and requirements identified in Article XVIII shall be adhered to.

Cemeteries

1. Sites shall have a minimum lot area of five (5) acres.
2. All structures shall be a minimum of fifty (50) feet from any lot line.
3. The site must abut an arterial or collector as defined in the Eaton Rapids Comprehensive Plan, with all ingress and egress directly to such a street.

Churches, Temples, and Places of Worship

1. Site shall have a minimum lot area of one (1) acre.
2. The minimum lot width shall be one hundred (100) feet and the minimum side and rear yards shall be twenty-five (25) feet.
3. The site must abut an arterial or collector as defined in the Eaton Rapids Comprehensive Plan, with all ingress and egress directly to such a street.

Commercial Greenhouses, Plant Nurseries, and Garden Centers Exceeding 1,000 Square Feet

1. Site shall have a minimum of one acre.
2. All structures must be a minimum of forty (40) feet from all lot lines.
3. The storage of materials and display areas shall meet all the yard setback requirements applicable to any building in the zoning district.
4. The storage of any soil, fertilizer, or similar loosely packaged materials shall be sufficiently contained to prevent any adverse effect upon adjacent properties.

Commercial Outdoor Recreation Establishments (Excluding Golf Related Uses)

1. Sites must abut an arterial as defined in the Eaton Rapids Comprehensive Plan, with all ingress and egress directly to such a street.
2. No building or spectator seating facility shall be located within fifty (50) feet of a property line.

Convalescent or Nursing Homes, Housing for the Elderly

1. The site shall be evaluated for the degree of potential residential and commercial use conflicts.
- 2.

The allowable density of the underlying zoning district may be increased by no more than fifty (50) per cent for all nursing care units licensed by the State of Michigan, or twenty-five (25) per cent for nonlicensed nursing care and supportive care units.

3. All dwelling units shall have a minimum of four hundred fifty (450) square feet per unit.
4. Retail and service uses may be permitted on the site, if such uses are accessory to the elderly housing use. All such uses shall be within the principal residential building. No exterior signs of any type are permitted for these accessory uses.
5. All medical waste facilities shall be secured and meet the requirements of the Public Health Department of the State of Michigan.
6. Paved walkways shall be provided from the main building entrance(s) to any sidewalks along the adjacent public street.

Drive-In or Drive-Through Establishments

1. All standards and requirements identified in Article XVIII shall be adhered to.

Essential Public Service Buildings and Structures, Public Utility Buildings, Telephone Exchange Buildings, Electric Transformer Stations and Substations, Gas Regulator Stations

1. No storage yards are permitted in residential zoning districts.
2. Applications must provide evidence of necessity for the proposed location.
3. Electric or gas regulator equipment and apparatus shall be set back a minimum of thirty (30) feet from all lot lines.

Funeral Homes and Mortuaries

1. Sites shall have a minimum lot area of one (1) acre and minimum lot width of one hundred (100) feet.
2. An off-street vehicle assembly area shall be provided in support of funeral processions and activities. This area shall be in addition to the required off-street parking and its related maneuvering area.

Golf Courses

1. Minimum lot size shall be forty (40) acres.
2. The principal and accessory buildings, including maintenance sheds, shall be set back at least fifty (50) feet from all property and street lines.
3. Operational hours for maintenance vehicles, course maintenance and/or irrigation may be restricted to protect nearby residential areas.

Group Day Care Homes

1. Sites shall have a minimum lot area of twenty thousand (20,000) square feet.

2. An on-site drive shall be provided for drop-offs and loading. This drive shall be provided in accordance with the standards identified in Article XXI.
3. There shall be a fenced, contiguous open space with a minimum area of five thousand (5,000) square feet provided on the same premises as the group day care home. The required open space shall not be located within a required front yard.

Home Occupations

1. The exterior appearance of the structure shall not be altered or the occupations conducted within the residence in such a manner as would cause the premises to differ from its residential character either by the use of colors, materials, lighting, noise, or vibrations. No use shall create noise, dust, vibration, smell, smoke, glare, electrical interference, fire hazard, or nuisance to any greater or more frequent extent than that usually experienced in an average residential occupancy in the district in question under normal circumstances wherein no home occupation exists.
2. No person other than members of the immediate family occupying such dwelling shall be employed on the premises.
3. No more than twenty-five (25) per cent of the actual floor area of said residences shall be used for such purposes. The use of accessory buildings for such purposes is prohibited.
4. There shall be no outside storage of any kind, related to the home occupation.
5. The use may not increase vehicular traffic flow and parking beyond that associated with the residential use.
6. Mechanical or electrical equipment employed by the home based business shall be comparable to the machinery or equipment customarily found in the home associated with a hobby or avocations.
7. Only one (1) nonilluminated nameplate which may display the name of the home based business, shall be allowed in accordance with Article XXII of this Ordinance.

Home Based Businesses

1. The exterior appearance of the structure shall not be altered or the occupations conducted within the residence in such a manner as would cause the premises to differ from its residential character either by the use of colors, materials, lighting, noise, or vibrations. No use shall create noise, dust, vibration, smell, smoke, glare, electrical interference, fire hazard, or nuisance to any greater or more frequent extent than that usually experienced in an average residential occupancy in the district in question under normal circumstances wherein no home occupation exists.
2. No more than one (1) person other than members of the immediate family occupying such dwelling shall be employed on the premises.

3. No more than twenty-five (25) per cent of the gross area of one (1) floor of said residence or fifty (50) per cent of an on-site accessory building shall be used for such purposes.
4. There shall be no outside storage of any kind, related to the home based business.
5. The use may not increase vehicular traffic flow and parking by more than one (1) additional vehicle at a time, unless off-street parking, as per Article XXI of this Ordinance, is provided.
6. Mechanical or electrical equipment employed by the home based business shall be comparable to the machinery or equipment customarily found in the home associated with a hobby or avocations.
7. Only one (1) nonilluminated nameplate which may display the name of the home based business, shall be allowed in accordance with Article XXII of this Ordinance.

Hospitals

1. Sites shall have a minimum lot area of two (2) acres.
2. Front, side, and rear yard minimum setbacks shall be fifty (50) feet.
3. Parking setbacks shall be forty (40) feet in the front yard and twenty (20) feet for side and rear yards.
4. All structures shall be a minimum of one hundred (100) feet from any lot lines of adjacent residential zoning districts.
5. Ambulance and delivery areas shall be obscured from all adjoining residential properties in accordance with the standards identified in Article XX.
6. Sites must abut an arterial as defined in the Eaton Rapids Comprehensive Plan, with all ingress and egress directly to such a street.
7. Accessory uses, such as a pharmacy, gift shop, cafeteria, and similar customary hospital uses shall be allowed, provided they are located within the principal building.

Junkyards, Scrap Yards, Salvage Yards, and Resource Recovery Centers

1. Sites shall have a minimum lot area of five (5) acres.
2. A fifty (50) foot wide greenbelt as defined in Article XX shall adjoin all property lines.
3. A decorative masonry wall six (6) feet in height shall be required at the interior boundaries of the greenbelt.
4. Junk and scrap materials shall not be stacked higher than the height of the screening wall.
5. Vehicle parts shall not be stored, loaded, unloaded, or dismantled outside the wall enclosing the salvage yard.
6. No vehicle, vehicle bodies, or other materials shall be stored in a manner as to be visible from any residences, business, or street from a height at the top of the wall enclosing the yard.
- 7.

All batteries shall be removed from any vehicle and all radiator and fuel tanks shall be drained prior to the vehicle being placed in the storage yard. Salvaged batteries, oil, and other such substances shall be removed by a licensed disposal company or be stored in a manner which prevents leakage of battery fluid.

8. The front screening wall shall be set back the same distance as a building in the General Industrial Zoning District (GID), and all such walls shall be setback a minimum of five hundred (500) feet from any residential use or district.
9. The crushing of vehicles or any part thereof shall be limited to daylight hours, provided that such activities shall not be conducted on Sundays or federal holidays.

Kennels, Commercial

1. Site shall have a minimum lot area of two (2) acres.
2. All outdoor runs or breeding areas are to be enclosed on all sides by either a decorative masonry wall, six (6) feet in height, a greenbelt, a berm, or a buffer strip, constructed per standards identified in Article XX.
3. Buildings wherein dogs are kept, dog runs, and/or exercise areas shall not be located nearer than one hundred (100) feet to an adjacent dwelling or any adjacent building used by the public and shall not be located in any required front, rear, or side yard setback.

Mechanical Amusement Device Arcades, Pinball Parlors, or Pool Halls

1. Sites are not permitted within three hundred (300) feet of any church or school.

Mining, Excavating, or Other Removal of Sand, Earth, Minerals, Etc.

1. All structures and machinery shall be a minimum of one hundred (100) feet from all property lines and two hundred (200) feet from any residential districts.
2. The applicant shall submit a written statement describing:
 - a. An indication of the proposed use of the property following the extraction.
 - b. An approved reclamation plan.
 - c. Documentation that demonstrates to the satisfaction of the city that activities will not produce any serious consequences which will adversely affect the natural topography, drainage patterns, water bodies, floodplains, street conditions, nearby property values, or the use of adjacent land.
3. Creation of a lake or pond shall only be permitted where the applicant can demonstrate using engineering and hydrological studies that the water can be maintained in a nonpolluted condition and that the applicant meets any requirements of the State of Michigan.
4. Truck routing shall be restricted to those streets designated to accommodate truck traffic on a year-round basis.
- 5.

A reclamation plan shall be provided indicating final grades which are level with surrounding grades and not in excess of five (5) per cent unless demonstrably necessary for the proposed reclamation land use. No topsoil shall be removed from the site, rather topsoil shall be redistributed properly upon completion of the extractive activities or the phases thereof.

6. The site shall be enclosed with a six (6) foot security fence with a locking access gate. Such fences shall be placed no closer than fifty (50) feet to the top or bottom of any slope.
7. No slope shall exceed an angle with the horizontal of forty-five (45) degrees.
8. No building or structure shall be erected on the site, except as may be permitted in that zoning district or if approved as a temporary structure for machinery or field office.

Nursery Schools, Day Nurseries, and Child Care Centers

1. An outdoor play area shall be required of one hundred (100) square feet per child cared for, with a total minimum area of one thousand five hundred (1,500) square feet.
2. An on-site drive shall be provided for drop-off and loading.

Off-Site Parking Lots and Structures

1. All such uses shall be enclosed by a decorative masonry wall, a berm, or a buffer strip, constructed in accordance with the standards identified in Article XX.
2. No parking structure shall exceed the height limitations established for the zoning district that the conditional use is located in.
3. Lighting for such uses shall conform with the performance measures identified in Article XVIII.
4. Accessory structures such as toll booths, self-pay stations, etc. may be constructed, provided they are located entirely within the parking lot or structure and otherwise conform with the provisions of this Ordinance.

Open-Air Businesses

1. Sites shall have a minimum lot area of ten thousand (10,000) square feet and a minimum lot width of one hundred (100) feet.
2. A fence or wall shall be constructed along the rear and sides of the lot, capable of keeping trash, paper, another debris from blowing off the premises, except as provided otherwise in this Ordinance.
3. All display or storage areas shall be provided with a permanent, durable, and dustless surface and shall be graded and drained so as to properly dispose of stormwater.

Open Storage Yards of Building and Construction Contractors, Landscaping Contractors, and Lumber Yards

- 1.

All display or storage areas shall comply with the minimum setback requirements for the zoning district in which the use is located, and no storage or outside display shall be permitted within any front yard.

2. Any outside display or storage yard shall be provided with a permanent, durable, and dustless surface and shall be graded and drained so as to properly dispose of stormwater.
3. The storage of soil, fertilizer, and similar loosely packaged material shall be contained and covered to prevent it from blowing into adjacent properties.
4. All stored materials including loosely packaged materials shall not be piled or stacked higher than the height of the required screening or landscaping.

Outdoor Theaters

1. All sites shall have a minimum lot area of five (5) acres and all structures shall be a minimum of one hundred (100) feet from all lot lines.
2. Screens may not face a principal or regional thoroughfare.
3. Sites must abut an arterial as defined in the Eaton Rapids Comprehensive Plan, with all ingress and egress directly to such a street.
4. No viewing areas shall be located closer than forty (40) feet to any lot line.

Party Stores

1. No such use shall be located within five hundred (500) feet of any school or church.

Private Parks, Country Clubs, and Golf Driving Ranges

1. Sites shall have a minimum of five (5) acres.
2. All structures shall be a minimum of fifty (50) feet from adjacent residential zoning districts.
3. Sites must abut an arterial or collector as defined in the Eaton Rapids Comprehensive Plan, with all ingress and egress directly to such a street.
4. Where such a use abuts a residential zoning district, a decorative masonry wall, a greenbelt, a berm, or a buffer strip shall be provided in accordance with Article XX, between all operations, buildings, and structures, including fencing and the residential property.

Telecommunication Antennas and Towers

1. Such facilities shall be located on a priority basis only on the following sites:
 - a. Governmentally owned sites.
 - b. Religious or other institutional sites.
 - c. Public or private school sites.

Recreation Vehicle Storage Yards

1. Sites shall have a minimum lot area of one (1) acre.

2. Storage areas shall be enclosed by a security fence at least five (5) feet in height.

Self-Storage Warehouses

1. The minimum lot area shall be one (1) acre.
2. The minimum building and parking setback shall be forty (40) feet from any public street right-of-way, fifty (50) feet from any residential zoning district, and twenty (20) feet from any nonresidential zoning district.
3. The front yard and any side yards adjacent to residential districts shall include screening and landscaping in accordance with the requirements of Article XX of this Ordinance.
4. All storage shall be completely within enclosed buildings or structures.
5. A structure for a resident manager may be permitted on the site.
6. The use shall be limited to storage only.

Tattoo Parlors, Body Piercing Establishments, Etc.

1. All such uses must be in conformance with any and all required local, county, and state requirements and standards.
2. No such use shall be located within three hundred (300) feet of any school or church.

Veterinary Clinics and Hospitals

1. Outdoor exercising is allowed when the pet is accompanied by an employee provided no animals shall be permitted outside of the buildings between 8:00 p.m. and 7:00 a.m.
2. All boarding shall be limited to that incidental to treatment or surgery unless the use has also been approved as a kennel.
3. All outdoor runs are to be enclosed on all sides by either a decorative masonry wall, six (6) feet in height, a greenbelt, a berm, or a buffer strip, constructed per standards identified in Article XX.

Sec. 23.31. - Medical Use of Marihuana.

- A. A registered primary caregiver, operating in compliance with the Michigan Medical Marihuana Act, hereinafter ("MMMA"), the MMMA General Rules, and the requirements of this section, shall be permitted as a home occupation, as regulated by this subsection. The City of Eaton Rapids makes the following findings, in support of its determination that the regulation of registered primary caregivers as a permitted home occupation is consistent with the purposes and intent of the MMMA:
 1. The MMMA does not create a general right for individuals to use, possess, or deliver marihuana in Michigan.
 - 2.

The MMMA's protections are limited to individuals suffering from serious or debilitating medical conditions or symptoms, to the extent that the individuals' marihuana use is carried out in compliance with the provisions of the MMMA, including the provisions related to the operations of registered primary caregivers.

3. The MMMA's definition of "medical use" of marihuana includes the "transfer" of marihuana "to treat or alleviate a registered qualifying patient's debilitating medical condition or symptoms associated with the debilitating medical condition," but only if such "transfer" is performed by a registered primary caregiver who is connected with the same qualifying patient through the registration process established by the department of licensing and regulatory affairs, and who is otherwise operating in strict compliance with the MMMA and the MMMA General Rules.
 4. The MMMA provides that a registered primary caregiver may assist no more than five (5) qualifying patients with their medical use of marihuana.
 5. The MMMA does not, therefore, create a new vocation for entrepreneurs or others who wish to engage in the sale of marihuana to more than five (5) persons in a commercial setting. Instead, the MMMA is directed at improving the health and welfare of qualifying patients.
 6. The health and welfare of qualifying patients is improved by permitting the operations of registered primary caregivers as a home occupation, because this allows qualifying patients who suffer from serious or debilitating medical conditions symptoms to obtain the benefits of the medical use of marihuana in a residential setting, without having to unnecessarily travel into commercial areas.
 7. By permitting the operations of registered primary caregivers as a home occupation, rather than in a commercial setting, this promotes the MMMA's purpose of ensuring that:
 - a. a registered primary caregiver is not assisting more than five (5) qualifying patients with their medical use of marihuana, and
 - b. a registered primary caregiver does not unlawfully expand its operations beyond five (5) qualifying patients, so as to become an illegal commercial operation, in the nature of a marihuana collective, cooperative or dispensary.
- B. The following standards and requirements shall apply to the location at which the medical use of marihuana is conducted by a primary caregiver:
1. A registered primary caregiver shall not engage in the medical use of marihuana as a home-based occupation except in those areas of the City of Eaton Rapids zoned: Traditional Residential District (TRD), Low Density Single-Family Residential District (RD1), and Single-Family and Two-Family Residential District (RD2).
 - 2.

A registered primary caregiver shall not possess marihuana, or otherwise engage in the medical use of marihuana, in a school bus, on the grounds of any preschool or primary or secondary school, or in any correctional facility.

3. Not more than two (2) registered primary caregivers, who shall also be full-time residents of the dwelling, shall be permitted to operate at any one (1) property.
4. The medical use of marihuana shall be conducted entirely within a dwelling or attached garage, except that a registered primary caregiver may keep and cultivate, in an "enclosed, locked facility" (as that phrase is defined by the MMMA), up to twelve (12) marihuana plants for each registered qualifying patient with whom the registered primary caregiver is connected through the registration process established by the department of licensing and regulatory affairs, and up to twelve (12) additional marihuana plants for personal use, if the primary caregiver is also registered as a qualifying patient under the MMMA.
5. A sign identifying the home occupation by word, image or otherwise, or indicating that the medical use of marihuana is taking place on the premises, shall not be permitted; nor shall any vehicle having such a sign be parked anywhere on the premises.
6. Except for lighting, heating, watering, drying or other equipment, or fertilizers, herbicides or other chemicals directly related to the medical use of marihuana, no other materials or equipment not generally associated with normal ownership, use, and maintenance of a dwelling shall be permitted.
7. Distribution of marihuana or use of items in the administration of marihuana shall not occur at or on the premises of the primary caregiver. A qualifying patient shall not visit, come to, or be present at the residence of the primary caregiver to purchase, smoke, consume, obtain or receive possession of any marihuana.
8. Except for the primary caregiver, no other person shall deliver marihuana to the qualifying patient.
9. No one under the age of eighteen (18) years shall have access to medical marihuana.
10. No on-site consumption or smoking of medical marihuana by qualifying patients shall be permitted within the dwelling (or on the property) of a primary caregiver, except for lawful medical marihuana consumption by the primary caregiver if registered as a qualifying patient under the MMMA.
11. Medical marihuana shall not be grown, processed, handled or possessed at the dwelling of the primary caregiver beyond that which is permitted by law.
12. All necessary building, electrical, plumbing and mechanical permits shall be obtained for any portion of a building or structure in which equipment and devices that support the cultivation, growing or harvesting of marihuana are located or used. Any portion of a building or structure

in which equipment and devices that support the cultivation, growing or harvesting of marijuana are located or used shall comply with all applicable city building, electrical, plumbing, and mechanical codes.

13. If marijuana is grown or located in a room with windows, all interior lighting shall be shielded to prevent ambient light from creating a distraction for adjacent properties.
14. The registered primary caregiver, tenant, occupant, or property owner shall not permit the emission of marijuana odor from any source to result in detectable odors that leave the premises upon which they originated and interfere with the reasonable and comfortable use and enjoyment of another's property. Whether or not a marijuana odor emission interferes with the reasonable and comfortable use and enjoyment of a property shall be measured against the objective standards of a reasonable person of normal sensitivities. The registered primary caregiver, tenant, occupant, or property owner shall install and maintain in operable condition a system which precludes the emission of marijuana odor from the property or dwelling.
15. Related merchandise or products shall not be sold or distributed from the dwelling or property of the primary caregiver.
16. To ensure compliance with all applicable requirements and laws, the portion of a building or other structure, such as a cultivation room, where energy use and heating requirements exceed typical residential limits and chemical storage occurs, are subject to inspection and approval by the City of Eaton Rapids Building and Zoning official, the fire chief, or other individual designated by the city.
17. The property, dwelling and all enclosed, locked facilities shall be available for inspection upon request by the City of Eaton Rapids Building and Zoning official, the fire chief, any law enforcement officer, or other individual designated by the city.
18. The operations of a registered primary caregiver, as a home occupation, shall be permitted only with the prior issuance of a city permit.
19. A complete and accurate application shall be submitted on a form provided by the city and an application fee in an amount determined by resolution of the city council shall be paid.
20. The permit application shall include the name and address of the applicant; the address of the property; proof, such as a driver's license, voter registration card or similar record showing that the dwelling is the applicant's full-time residence; a current state registration card issued to the primary caregiver; a full description of the nature and types of equipment which will be used in marijuana cultivation and processing; and a description of the location at which the use will take place. The City of Eaton Rapids Building and Zoning official may require additional information necessary to demonstrate compliance with all requirements. The building and zoning official shall review the application to determine compliance with this Ordinance.

21. A permit shall be granted if the application demonstrates compliance with this Ordinance. The use shall be maintained in compliance with the requirements of this Ordinance. Any departure shall be grounds to revoke the permit and take other lawful action. If a permit is revoked, the applicant shall not engage in the activity unless and until a new permit is granted. If a permit is revoked, the permittee may seek review of the decision to revoke the permit pursuant to Article XXV of the City of Eaton Rapids Code of Ordinances.
 22. Information treated as confidential under the MMMA, including the primary caregiver registry identification card and any information about qualifying patients associated with the primary caregiver, which is received by the city, shall be maintained separately from public information submitted in support of the application. It shall not be distributed or otherwise made available to the public and shall not be subject to disclosure under the Freedom of Information Act.
 23. A primary caregiver shall comply with the Standards and Requirements Per Conditional Use for Home Occupations contained in Section 23.30 of the City of Eaton Rapids Zoning Ordinance.
- C. Except as otherwise permitted by City ordinance, or the Michigan Medical Marijuana Facilities Licensing Act, it is unlawful to establish or operate a for-profit or nonprofit medical marijuana dispensary, collective or cooperative within the City, even if such use is intended for the medical use of marijuana.
 - D. The use of the dwelling or other permitted facility of a qualifying patient to cultivate medical marijuana in accordance with the MMMA, solely for personal use, does not require a permit under this subsection; however, all applicable City ordinance requirements must be met.
 - E. The provisions of this section do not apply to the personal use and/or internal possession of marijuana by a qualifying patient in accordance with the MMMA, for which a permit is not required.

(Ord. No. 2021-4, § 1, 5-10-21)

Sec. 23.40. - Effect of Requirements.

The requirements noted in this Article are in addition to, or where in conflict, supersede, those general requirements by zoning districts, as indicated in Article XVIII.

Sec. 23.50. Commercial Medical Marijuana Facilities Overlay District.

- A. *Applicability.* The commercial medical marijuana facilities overlay district shall apply to all lots within the areas shown on Map 1 (the "overlay area"). All lots included in the overlay district shall be subject to the terms and conditions imposed in this section, in addition to the terms and



MEETING DATE: 03/09/2026

BUILDING DEPARTMENT

To: Mayor and City Council

Work Session

From: LeRoy Hummel, Building Official

Regular Meeting

Submitted: 03/05/2026

Subject: Marihuana ordinances 23.50, 23.60 and overlay district rescind

SUMMARY

The Planning Commission held a Public Hearing on rescinding the Marihuana Ordinances sections 23.50, 23.60 and the overlay district. They voted to recommend approval to rescind the above sections.

Please see attached communication for additional information.

STAFF RECOMMENDATION/MOTION

Approve rescinding the ordinances as recommended by Planning Commission

LIST OF SUPPORTING DOCUMENTS

Planning Commission Communication

Ordinance sections 23.50 and 23.60

Overlay District Map

(Ord. No. 2021-5, § 2, 5-10-21)

Sec. 23.60. - Commercial Adult Use Marihuana Facilities Overlay District.

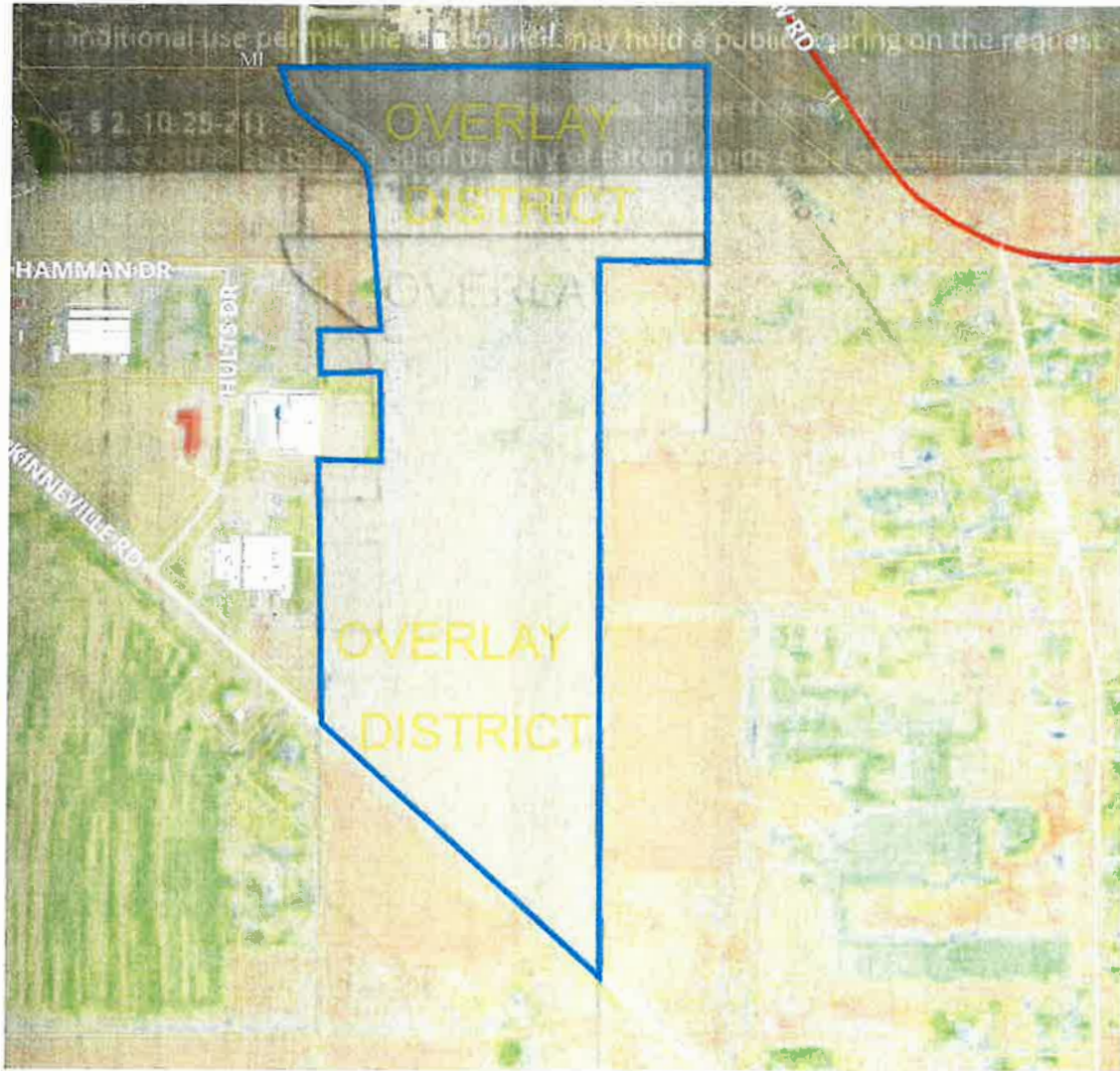
- A. *Applicability.* The commercial adult use marihuana establishment overlay district shall apply to all lots within the areas shown on Map 1 (the "overlay area"). All lots included in the overlay district shall be subject to the terms and conditions imposed in this section, in addition to the terms and conditions imposed by the zoning district where such lots may be located, any other applicable ordinance and the requirements of section 23-15, et seq., of the City of Eaton Rapids Code of Ordinances.
- B. *Uses permitted by right.* All uses permitted by right in the underlying zoning districts.
- C. *Uses permitted by conditional use permit.* All uses permitted by conditional use permit in the underlying zoning district and all types of commercial adult use marihuana establishments, except for marihuana retailers, marihuana microbusinesses, designated consumption establishments, and marihuana events. marihuana retailers, marihuana microbusinesses, designated consumption establishments, and marihuana events shall not be permitted within the City of Eaton Rapids.
- D. *Uses not permitted.* Any use not permitted in the underlying zoning district is not permitted in the commercial adult use marihuana establishment overlay district.
- E. *Permitted location.* Marihuana processors, safety compliance facilities, marihuana growers, and secure transporters shall only be located within the overlay area.
- F. *Application and departmental reviews:*
1. *Application.* The application for a conditional use permit shall be submitted to the City of Eaton Rapids in accordance with section 23.20 of the City of Eaton Rapids Code of Ordinances.
 2. *City review.* The applicant's plan shall be reviewed by the City of Eaton Rapids in accordance with sections 23.20 and 23.30 of the City of Eaton Rapids Code of Ordinances. The city's building inspector or other individual designated by the city shall review the application and make a recommendation to the City of Eaton Rapids Planning Commission pursuant to section 23.20 of the City of Eaton Rapids Code of Ordinances.
 3. The planning commission may deny, approve, or approve with conditions any application for conditional use. The planning commission shall incorporate their decision into a statement of conclusions relative to the conditional use under consideration. The decision shall specify the basis for the decision and any conditions imposed.
- G. *City approval:*
1. Following review of the planning commission's recommendation and record, the city council may deny, approve, or approve with conditions an application for a conditional use permit. To approve a conditional use permit, the city council must find that the conditional use meets

Sec. 23.50. Commercial Medical Marihuana Facilities Overlay District.

- A. *Applicability.* The commercial medical marihuana facilities overlay district shall apply to all lots within the areas shown on Map 1 (the "overlay area"). All lots included in the overlay district shall be subject to the terms and conditions imposed in this section, in addition to the terms and conditions imposed by the zoning district where such lots may be located, any other applicable ordinance and the requirements of section 23-1 of the City of Eaton Rapids Code of Ordinances.
- B. *Uses permitted by right.* All uses permitted by right in the underlying zoning districts.
- C. *Uses permitted by conditional use permit.* All uses permitted by conditional use permit in the underlying zoning district and all types of commercial medical marihuana facilities, except for provisioning centers and subject to the number of available permits allowed per section 23-1 of the City of Eaton Rapids Code of Ordinances. Provisioning Centers shall not be permitted within the City of Eaton Rapids.
- D. *Uses not permitted.* Any use not permitted in the underlying zoning district is not permitted in the commercial medical marihuana facilities overlay district.
- E. *Permitted location.* Processors, safety compliance facilities, growers, and secure transporters shall only be located within the overlay area.
- F. *Application and departmental reviews:*
1. *Application.* The application for a conditional use permit shall be submitted to the City of Eaton Rapids in accordance with section 23.20 of the City of Eaton Rapids Code of Ordinances.
 2. *City review.* The applicant's plan shall be reviewed by the City of Eaton Rapids in accordance with sections 23.20 and 23.30 of the City of Eaton Rapids Code of Ordinances. The city's building inspector or other individual designated by the city shall review the application and make a recommendation to the City of Eaton Rapids Planning Commission pursuant to section 23.20 of the City of Eaton Rapids Code of Ordinances.
 3. The planning commission may deny, approve, or approve with conditions any application for conditional use. The planning commission shall incorporate their decision into a statement of conclusions relative to the conditional use under consideration. The decision shall specify the basis for the decision and any conditions imposed.
- G. *City approval:*
1. Following review of the planning commission's recommendation and record, the city council may deny, approve, or approve with conditions an application for a conditional use permit. To approve a conditional use permit, the city council must find that the conditional use meets the criteria contained within section 23.30 of the City of Eaton Rapids Code of Ordinances. Prior to making a decision on a conditional use permit, the city council may hold a public hearing on the request.

the criteria contained within section 23.30 of the City of Eaton Rapids Code of Ordinances. Prior to making a decision on a conditional use permit, the city council may hold a public hearing on the request.

(Ord. No. 2021-9, § 2, 10-25-21)





MEETING DATE: MARCH 9, 2026

CITY MANAGER

To: Mayor and City Council

Work Session

From: Yvonne Ridge, City Manager

Regular Meeting

Submitted: March 5, 2026

Subject: Rescind Marihuana Facilities Ordinance

SUMMARY

The Marijuana Facilities Ordinance was originally adopted to allow for the potential location of marijuana-related facilities within designated industrial parks within the City of Eaton Rapids. The intent of the ordinance was to provide a regulatory framework should there be interest from marijuana growers or related businesses seeking to locate within the City's industrial areas.

Since the adoption of the ordinance, the City has not received any inquiries, applications, or expressed interest from marijuana growers or related businesses seeking to establish operations within either of the City's industrial parks.

City Council discussed this matter during the January 26, 2026 Work Session, and consensus was reached to move forward with repealing the ordinance.

The proposed ordinance repeal is now ready for First Reading. No action is required at this time other than acknowledging the first reading at the City Council Meeting. The ordinance will return to City Council for Second Reading and adoption at a future meeting.

STAFF RECOMMENDATION/MOTION

First Reading Ordinance 2026-02 Rescind Medical Marihuana Facilities

LIST OF SUPPORTING DOCUMENTS

Ordinance 2026-02



MEETING DATE: MARCH 9, 2026

CITY MANAGER

To: Mayor and City Council

Work Session

From: Yvonne Ridge, City Manager

Regular Meeting

Submitted: March 5, 2026

Subject: Low-Income Energy Assistance Fund (LIEAF) Participation under PA 95

SUMMARY

Public Act 95 of 2013 established the Low-Income Energy Assistance Fund (LIEAF) within the Michigan State Treasury to support energy assistance programs for low-income households across the state. The program is administered through the Michigan Energy Assistance Program (MEAP).

Recent legislative changes through Public Act 168 and Public Act 169 of 2024 amended Section 9t of Act 95 and now require the Michigan Public Service Commission (MPSC) to annually approve a Low-Income Energy Assistance Funding Factor no later than May 1 of each year for the following fiscal year.

The funding factor is a nonbypassable surcharge that must appear as a separate line item on customer utility bills. The surcharge will be applied to each retail electric billing meter receiving distribution service from an electric utility, municipally owned electric utility, or cooperative electric utility that chooses to participate in the program.

Beginning in 2025, the funding factor may be set at up to \$1.25 per meter per month, with the potential to increase annually by up to \$0.25, not to exceed a maximum of \$2.00 per month.

The Michigan Public Service Commission Order (U-17377, February 11, 2025) defines a retail electric billing meter as a meter that is actively being billed for electric service. If a utility elects to participate in the program, the surcharge must be applied to all retail electric billing meters receiving distribution service, with the exception that only one residential meter per residential site may be charged.

Municipally owned electric utilities, such as the City of Eaton Rapids Electric Department, must notify the Michigan Municipal Electric Association (MMEA) whether they intend to:

1. Opt In to the statewide LIEAF/MEAP program and collect the approved surcharge, or
2. Opt Out and instead administer their own local low-income energy assistance program that meets the requirements of Act 95.

Staff is recommending the City of Eaton Rapids opt in to the LIEAF/MEAP program for 2026.

STAFF RECOMMENDATION/MOTION

Adopt Resolution 2026-19 to Opt In to the Low Income Home Energy Assistance Program (LIHEAP)

LIST OF SUPPORTING DOCUMENTS

Resolution 2026-19