

**DRAFT REPORT**

**RUTLAND – HASTINGS URBAN SERVICES  
ARRANGEMENT**

**Draft dated November 30, 2010**

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## **DRAFT REPORT**

### **RUTLAND – HASTINGS URBAN SERVICES ARRANGEMENT**

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## INTRODUCTON

This is a **preliminary concept** of an arrangement between Rutland Charter Township and the City of Hastings for the provision of urban services to certain areas to be designated in Rutland Township.

**The purpose of this document is to present a concept to be considered for agreement by the Township Board and City Council. If the concept is agreed upon, the next step would be an informal exploration of acceptance in the communities, including acceptance by the owners of property within the area(s) being considered for the delivery urban services. Assuming community acceptance, drafts of more formalized agreement documents will need to be prepared for approval by the Township Board and City Council.**

The materials below have not been drafted as a full or complete agreement. Rather, if the *concept* is accepted, either as presented or with modifications, these materials would serve as a basis for producing a final set of documents to be agreed upon and approved.

Following is an **introductory summary** of the three recommended steps for this urban services undertaking. More details on each step is provided in the pages that follow. If the concept is accepted, considerably more detail will need to be established

### 1) **Preliminary Steps:**

- ◆ Finalization of two agreements between the parties and placement of such agreements into the hands of a neutral third-party (escrow agent).
- ◆ Take all necessary steps for the creation of a Township special assessment district to finance utility extensions to the agreed-upon urban service district.
- ◆ Once the first two steps have been accomplished, release the first agreement from escrow.

### 2) **The First Agreement:**

- ◆ Specifies a sequence for the Township to begin construction of utility extensions.
- ◆ Provides that, upon commencement of utility construction, the second agreement would be released from escrow and filed as required by law, and the City would begin providing urban services to the urban service district.
- ◆ Distinguishes between properties within the district that are actually connected to City utilities (“Benefited Properties”) and those not yet connected (“Non-Benefited Properties”).
- ◆ For a period of **three years** from the beginning of utility construction, the Non-Benefited Properties would continue to pay a tax equal to the

Township's millage, and the Benefited Properties would pay for utility connection and use, and pay the City's millage (less fire and library).

- ◆ Establishes the process for identifying future areas to be included for urban services.

**3) The Second Agreement:**

- ◆ Formalizes a conditional transfer of the urban service district to the City.
- ◆ Enables tax sharing, i.e., to allow and require the City to share with the Township tax revenues received from the property in the urban services district during the fifty year effectiveness of this arrangement.
- ◆ Provides a means expressly authorized by statute to prevent outright annexation of the properties in the urban service district by the City during the period of the agreement.
- ◆ Provides for a disposition of jurisdiction of the property upon the termination of the agreement, either to the City or the Township, as determined in accordance with the agreement.

## PRELIMINARY STEPS TO BE TAKEN PRIOR TO FINALIZATION OF FORMAL AGREEMENTS

- ◆ The property to be included in the Present Urban Service District is to be determined based on criteria established by the parties, including proximity to the City and prior joint planning.
- ◆ A consensus in favor of the urban service arrangement among the owners of the property in the District shall be determined.
- ◆ The Township and City would each approve, conduct public hearings on, execute, and *place into the hands of a neutral third party* (place into escrow) two agreements: Agreement No. 1 and Agreement No. 2, concepts of each of which are set forth below.
- ◆ Following the placement of the Agreements into escrow:
  - The Township will secure an estimate from its engineers and any other relevant experts on the fees and costs for producing the information needed to undertake the process of establishing SAD No. 1-B, described below. Based on such cost estimate, the Township will take all actions necessary for the establishment of a preliminary special assessment district, consisting of all land in the area to be considered for an initial urban services district, to pay for the cost of engineering services and all expenses incident to the consideration of creating SAD No. 1-B. This preliminary special assessment district will be known as “**SAD No. 1-A.**” The Township and City shall agree on their respective participation for the advancement of moneys that will be repaid from the proceeds of SAD No. 1-A.
  - Assuming SAD No.1-A is established, and not successfully appealed, the Township will cause its assessor, engineers, and other appropriate persons to secure information necessary to notice a public hearing for the establishment of a Township Special Assessment District to finance the design and construction of public water and sanitary sewer facilities, identifying existing and needed right-of-way and easement areas necessary in order to make such facilities available to each of the properties in the Present Urban Service District (“**Utility Construction**”) to the City Water and Sanitary Sewer Systems (“**SAD No. 1-B**”).
- ◆ The Township will conduct public hearings for the establishment of SAD No. 1-B. All notices and actions of the Township may include a clarification and reservation that if any properties in the district that may be exempt from the payment of special assessments, such properties must

agree in advance to participate in the special assessment if it appears that such participation is needed in order for the financing to be deemed by the Township Board to be fair and equitable to all property owners. Moreover, if an attempted establishment of an SAD is unsuccessful, the Township and City may determine to reconfigure the district and commence new proceedings.

- ◆ Upon the adoption of the necessary resolutions to confirm the assessment district and roll for SAD No. 1-B, and if a successful appeal has not been filed within the statutory period for appeal, Agreement No. 1 will be released from escrow. This date shall be known as the “**Effective Date of Agreement No. 1.**”

# CONCEPT OF AGREEMENT NO. 1

## INTERGOVERNMENTAL CONTRACT

### **PARTIES:**

Rutland Charter Township, 2461 Heath Road, Hastings, MI 49058 (the “Township”) and City of Hastings, 201 East State Street, Hastings MI 49058 (the “City”)

### **SOURCES OF AUTHORITY**

Michigan Constitution, Art. 3, § 5

MCL 124.1, *et seq.*, the Intergovernmental Contract Act

MCL 124.501, *et seq.*, the Urban Cooperation Act of 1967

### **SUMMARY OF ARRANGEMENT TO BE SPECIFIED IN AGREEMENT NO. 1:**

Agreement No. 1, in combination with Agreement No. 2, is to provide intergovernmental economic development and to enhance existing and planned growth and development, while promoting the preservation of the environment and protecting the public health, safety and welfare, summarized as follows:

- ◆ Once the parties complete the “Preliminary Steps,” the Township will secure the engineering design and construction contracts and acquire right of way for the Utility Construction, all of which are to be financed by SAD No. 1-B. Subject to agreement otherwise, the Utility Construction shall conform to City Ordinance specifications for the improvements, and the City will have the right to review and approve the engineering, and to inspect and approve the construction.
- ◆ The date Utility Construction is commenced (which will provide tangible evidence of intergovernmental economic development) shall be known as the “**Commencement Date.**”
- ◆ On the Commencement Date, the neutral third party escrow agent shall, without delay, file Agreement No. 2 with the offices of the County Clerk and Secretary of State, and upon the last of such filings, Agreement No. 2

shall thereupon be deemed to be effective (“**Effective Date of Agreement No. 2**”).

- ◆ On the Effective Date of Agreement No. 2, the City shall commence providing all Urban Services to the properties in the Present Urban Service District, except public water and sanitary sewer service that will commence, respectively, upon completion and connection of respective properties to those systems.
- ◆ The period beginning on the Commencement Date, and continuing **until the third anniversary** of the Commencement Date, shall be known as the “**Interim Period.**”
- ◆ Following the Effective Date of Agreement No. 2, and during the Interim Period:
  - All properties within the Present Urban Services District that are connected to the City Public Water system or City Public Sanitary Sewer system shall be deemed to be “**Benefited Properties.**”
  - All properties within the Present Urban Services District that are *not* connected to either the City Public Water system or City Public Sanitary Sewer system shall be deemed to be “**Non-Benefited Properties.**”
  - *During the Interim Period*, the following shall apply:
    - 1) *Benefited Properties* shall pay to the City the fees, rates and charges for connection and use of the City Public Water system if connected to that system, and for connection and use of the City Public Sanitary Sewer system if connected to that system; and pay to the City the ad valorem property tax on all respective taxable property at the rate levied by the City to the property owners within the borders of the City for the Urban Services being provided (less millage for fire and library service).
    - 2) *Non-Benefited Properties* Shall pay to the City an ad valorem property tax on all respective taxable property at a rate equal to the Township millage for general operations.
- ◆ The Township shall continue to collect installments on SAD No. 1-A and 1-B until all bonded and other indebtedness and associated expenses are discharged.

## **DEFINITIONS**

- ◆ *Commencement Date* shall mean . . .
- ◆ *Present Urban Service District* shall mean . . .  

*Insert description of property determined to be in first phase*
- ◆ *Future Urban Service District* shall mean the additional property that may from time-to-time in the future be designated
- ◆ *Final Urban Service District* shall mean
- ◆ *Interim Period* shall mean
- ◆ *Urban Services* shall mean
- ◆ *Utility Construction* shall mean

## **OPERATION, MAINTENANCE AND REPAIR OF URBAN SERVICE FACILITIES**

- ◆ The City shall be responsible for the operation and provision of all Urban Services and their respective facilities.
- ◆ The City shall be responsible for all maintenance and repair of Urban Service facilities

## **ESTABLISHMENT OF ADDITIONAL URBAN SERVICES AREAS IN TOWNSHIP**

- ◆ It is anticipated that a Future Urban Service District may be designated and approved, consisting of:
  - Some or all of the “Prospective Future Urban Service District” described as:

*INSERT DESCRIPTION OF LAND (IF ANY) WHICH IS ULTIMATELY INTENDED TO BE PROVIDED URBAN SERVICES, BUT WAS NOT INCLUDED INITIALLY*

- Other property mutually agreed upon by the parties which meets the following standards and criteria:

*INSERT CRITERIA*

- ◆ Once a proposed Future Urban Service District is identified by the Township and City, the formal agreement process shall begin by the Township and City approving, conducting public hearings on, executing, and placing into escrow an Agreement No. 3 (and subsequent numbers), which shall be in a form substantially the same as Agreement No. 2, except that it shall encompass and apply to all area including:
  - The Present Urban Service District;
  - Any property previously added as a Future Urban Service District; and,
  - The property to be newly added as a Future Urban Service District No.\_\_\_\_.
- ◆ Agreement No. 3 (and subsequent numbers) shall supersede all prior Agreements except Agreement No. 1, which shall continue in effect.
- ◆ The commencement of Future Urban Service District property owner payment obligations under Agreement No. 3 (and subsequent numbers) shall be governed by the same three year “Interim Period” concept as applicable in the Present Urban Service District, with the Interim Period to commence on the effective date of Agreement No. 3 (and subsequent numbers).

## **CONCEPT OF AGREEMENT NO. 2**

### **CONDITIONAL TRANSFER OF PROPERTY FOR ECONOMIC DEVELOPMENT AND URBAN COOPERATION**

#### **PARTIES:**

Rutland Charter Township, 2461 Heath Road, Hastings, MI 49058 (the “Township”) and City of Hastings, 201 East State Street, Hastings MI 49058 (the “City”)

#### **INTENT AND PURPOSE OF ARRANGEMENT:**

- ◆ Beginning with the “Present Urban Services District” (defined below), this Agreement is intended to provide intergovernmental economic development and enhance existing and planned growth and development, while promoting the preservation of the environment and protecting the public health, safety and welfare.
- ◆ Manage and control urban sprawl, preserving farmland and open space, providing employment opportunities, and cooperatively avoiding duplication of governmental services.
- ◆ Enhance the existing urban core in the City by making governmental services typically necessary for or associated with urban development available only to specifically designated areas now in the Township.
- ◆ Enhance the availability of infrastructure and public service facilities necessary or appropriate in order to meet the current and projected needs of the City and Township in a financially responsible manner.
- ◆ Establish a long-term plan to ensure that developing properties within the urban services area are fully serviced by urban services in a cohesive and fiscally prudent manner.

## SOURCES OF AUTHORITY

Michigan Constitution, Art. 3, § 5

MCL 124.21, *et seq.*, Conditional Transfer of Property for Economic Development

MCL 124.501, *et seq.*, the Urban Cooperation Act of 1967

## DEFINITIONS

- ◆ *Present Urban Service District* shall mean . . .  

*Insert description of property determined to be in first phase*
- ◆ *Future Urban Service District* shall mean the additional property may from time-to-time in the future be designated
- ◆ *Interim Period* shall mean
- ◆ *Urban Services* shall mean all services provided by the City to properties within the City's borders, with the exception of fire and library service which are provided under separate arrangement, including, without limitation, the following:
  - Public water service (upon completion of Utility Construction)
  - Sanitary sewer service (upon completion of Utility Construction)
  - Police protection
  - Street and road maintenance and repair
  - Sidewalk maintenance and repair
  - Public storm water system maintenance
  - Assessing and tax collection service
  - Ordinance enforcement and court services
  - Economic development
  - All other urban facilities and services provided within the legal limits of the City on the same basis, conditions, to the same extent, and subject to the same limitations, but expressly excluding library and fire protection services

*Note: Fire and Library separately provided for by other arrangements*

**UPON THE EFFECTIVE DATE OF AGREEMENT NO. 2 (DETERMINED AS SPECIFIED UNDER AGREEMENT NO. 1)**

- ◆ Jurisdiction - Conditional Transfer: All properties in the Present Urban Service District shall be conditionally transferred from the jurisdiction of the Township to the jurisdiction of the City, subject to the terms and provisions of this Agreement. The Township shall reserve and retain from such conditional transfer a nonexclusive interest in the property within the District for the purpose of giving effect to liens for property tax and special assessment collection.
- ◆ Jurisdiction – Rights-of-Way: The Township shall reserve and retain from such conditional transfer a nonexclusive interest in the rights-of-way for completion of the Utility Construction.
- ◆ Jurisdiction – Ownership of infrastructure within the Present Urban Service District shall be in the City.
- ◆ Jurisdiction – Planning: to be based on a joint City and Township planning commission to be established [with details to be specified in final agreement]
- ◆ Jurisdiction – Zoning: to be based on a joint City and Township exercise of authority in a manner to be established [with details to be specified in final agreement], with legislative enactments and administrative approvals during the course of this Agreement are to be made by the City Council; provided, the City Council agrees not to enact a zoning provision or grant a zoning approval over the objection of the Township Board.
- ◆ Jurisdiction – Building Department operations shall remain in the Township, and the parties shall execute such agreement provisions required for the authorization and implementation of this jurisdiction.
- ◆ Jurisdiction – Utility Franchises: to be based on a joint City and Township exercise of authority in a manner to be established [with details to be specified in final agreement], with franchise approvals during the course of this Agreement to be made by the City Council; provided, the City Council agrees not to approve or deny a franchise provision over the objection of the Township Board.
- ◆ Jurisdiction – Liquor licensing authority: to be based on a joint City and Township exercise of authority in a manner to be established [with details to be specified in final agreement], with final decisions during the course of this Agreement to be made by the City Council; provided, the City Council agrees not to make a decision over the objection of the Township Board.

- ◆ Jurisdiction – Any pending special assessments, revenue sharing, liens, etc, authority reserved to Township.

**NO OTHER ANNEXATION BY CITY OF ANY PROPERTY IN THE TOWNSHIP DURING THE EFFECTIVENESS OF THIS AGREEMENT.**

**PROPERTY TAXES AND UTILITY PAYMENTS *DURING INTERIM PERIOD*; EXCEPTION FOR NON-BENEFITED PROPERTIES** [*note: there is an intentional duplication of provisions here*]

- ◆ The date that Utility Construction is commenced (which will provide tangible evidence of intergovernmental economic development) shall be known as the “**Commencement Date.**”
- ◆ On the Effective Date of Agreement No. 2, as specified in Agreement No. 1, the City shall commence providing all Urban Services to the properties in the Present Urban Service District, except public water and sanitary sewer service that will commence upon completion and connection of respective properties to those systems.
- ◆ The period beginning with the Commencement Date, and continuing **until the third anniversary** of the Commencement Date shall be known as the “**Interim Period.**”
- ◆ Following the Effective Date of Agreement No. 2, and during the Interim Period:
  - All properties within the Present Urban Services District that are connected to the City Public Water system or City Public Sanitary Sewer system shall be deemed to be “**Benefited Properties.**”
  - All properties within the Present Urban Services District that are *not* connected to either the City Public Water system or City Public Sanitary Sewer system shall be deemed to be “**Non-Benefited Properties.**”
  - During the Interim Period, the following shall apply:
    - 1) Benefited Properties shall pay to the City the fees, rates and charges for connection and use of the City Public Water

system if connected to that system, and for connection and use of the City Public Sanitary Sewer system if connected to that system; and pay to the City the ad valorem property tax on all respective taxable property at the rate levied by the City to the property owners within the borders of the City for the Urban Services being provided (less millage for fire and library service).

- 2) Non-Benefited Properties Shall pay to the City an ad valorem property tax on all respective taxable property at a rate equal to the Township millage for general operations.

**PROPERTY TAXES AND UTILITY PAYMENTS *AFTER INTERIM PERIOD* AND DURING THE EFFECTIVENESS OF AGREEMENT NO. 2 AND THE RENEWAL OF AGREEMENT NO. 2**

All properties in the Present Urban Service District and a Future Urban Service District shall pay to the City the fees, rates and charges for connection and use of the City Public Water system if connected to that system, and for connection and use of the City Public Sanitary Sewer system if connected to that system; and shall pay to the City the ad valorem property tax on all respective taxable property (less millage for fire and library service).

**EFFECTIVE PERIOD OF AGREEMENT; TERMINATION; EFFECT OF TERMINATION**

- ◆ From its effective date, this Agreement No. 2 shall remain in effect for a period of 50 years (the “**Initial Agreement Period**”).
- ◆ This Agreement No. 2 may be terminated by:
  - The expiration of the Initial Agreement Period, subject to the provisions below;
  - Mutual written agreement approved by the legislative bodies of the two parties.
- ◆ Subject to the following sub-paragraphs, upon the expiration of the Initial Agreement Period of this Agreement No. 2, the property within the Present Urban Service District, and any property added as part of a Future Urban Service District (with all of such property in the Present and Future Service Districts being referred to as the “**Final Urban Service District**”) shall be deemed to be within the sole jurisdiction of the City.

- If this Agreement No. 2 has not been terminated earlier based upon the mutual written approved by the legislative bodies of the Township and City, the following provisions shall apply:
  - 1) *Mutually Agreeable Extension*: At any time during year 45 of the Initial Agreement Period, the Township Board (or its successor legislative body if applicable) shall be authorized to give notice to the City Council, through the City Clerk, of an intent and desire to negotiate an extension of the Initial Agreement Period for a period and based upon terms mutually agreed upon in accordance with applicable law. The City Council shall be obligated to negotiate in good faith, and both parties shall use their best efforts to reach an extension agreement. If an extension agreement is reached, such agreement shall contain terms that expressly govern whether the property within the Final Urban Service District shall be deemed to be within the sole jurisdiction of the City or the Township at the end of the extended agreement period. As specified below, the extension agreement shall be filed with the offices of the County Clerk and Secretary of State prior to the expiration of the Initial Agreement Period.
  - 2) *If a Mutually Agreeable Extension is not Reached*: If the parties are unable to negotiate a mutually agreeable extension of the Initial Agreement Period, then at any time after negotiations have ceased, or at any time during year 46 of the Initial Agreement Period, the Township Board (or its successor legislative body if applicable) shall be authorized, within its discretion, to adopt a resolution in the form attached as 'Attachment A' (the "**Resolution**"), directing a vote of property owners on the question of whether jurisdiction of the property within the Final Urban Service District shall be within the City or Township once the Initial Agreement Period has expired. A copy of the adopted Resolution, certified as true and valid by the Township Clerk, shall be delivered to the City Clerk, who shall in turn forward copies to all members of the City Council and to the City Manager.
  - 2) Within the period expiring on the 61<sup>st</sup> day following delivery of the Resolution adopted by the Township Board, the City Clerk shall cause a copy of the Resolution, along with a notice in the form attached as 'Attachment B' (the "**Notice**") to be delivered by personal delivery or certified mail (return receipt requested) to the owners of possessory

interests in the property within the Final Urban Service District, and to the Township Clerk. Such delivery shall be based on the names and addresses of possessory interest holders on the documents recorded with the County register of deeds with regard to each respective property as of the date the Township Board Resolution was adopted. The notice shall specify the expiration date (as specified below) of each owner's right to vote on the question whether jurisdiction of the property within the Final Urban Service District shall be within the City or Township upon the expiration of the Initial Agreement Period.

- 3) Within the period expiring on the 181<sup>st</sup> day following the delivery to the Township Clerk of the Resolution adopted by the Township Board, the aggregate of the owners of the possessory interest in each property shall be entitled to vote one ballot on the question whether jurisdiction of the property within the Final Urban Service District shall be within the City or Township upon the expiration of the Initial Agreement Period. One vote shall be permitted for each property within the District, as such properties existed on the date the Township Board Resolution was adopted. The specific method for voting the ballots shall be specified in the Notice.
- 4) All of the property within the Final Urban Service District shall be deemed to be within the jurisdiction of the Township upon the expiration of the fifty year Initial Agreement Period if ballots representing 51% or more of the area of all land within the entire Final Urban Services District *are* voted in favor of such outcome. All of the property within the Final Urban Service District shall be deemed to be within the jurisdiction of the City upon the expiration of the fifty year Initial Agreement Period if ballots representing 51% or more of the area of all land within the entire Final Urban Services District are *not* voted in favor of having jurisdiction of such property within the Township.
- 5) If based on such vote, the property within the Final Urban Service District shall be deemed to be within the jurisdiction of the City upon the expiration of the Initial Agreement Period, the City shall have sole jurisdiction of such property and shall proceed accordingly.

- 6) If based on such vote, the property within the Final Urban Service District shall be deemed to be within the jurisdiction of the Township, the following shall apply upon the expiration of the fifty year Initial Agreement Period:
  - i) The Township shall have sole jurisdiction of the property within the Final Urban Service District;
  - ii) The Township shall make available the to the properties within the Final Urban Service District the urban services specified in the “Resolution” adopted by the Township Board; and shall be entitled to collect all relevant fees and charges for such services.
  - iii) The City shall cooperate in good faith in the transition of the provision of such services, and shall otherwise cease having the responsibility of making urban services available to the property within the Final Urban Service District.
  - iv) The City shall retain a nonexclusive interest in the property in the Final Urban Service District for the limited purposes of enforcing liens for the collection of fees, charges and taxes imposed and payable while the property had been conditional transferred to the City.
- If this Agreement No. 2 is terminated by written agreement of the Township and City prior to the end of the fifty year Initial Agreement Period, unless expressly specified otherwise in the written agreement, such written agreement shall make provision for compliance with the notice and vote of the property owners in the Final Urban Service District on whether the property shall be deemed to be within the sole jurisdiction of the City or Township, and if jurisdiction is determined to be in the Township, all of the provisions set forth above relating to that outcome shall apply.
- ◆ Filing requirements prior to the expiration of the Initial Agreement Period of this Agreement No. 2
  - Upon the expiration of the Initial Agreement Period, if no additional filing has been made with the County Clerk and Secretary of State according to the terms specified below, the

property within the Final Urban Service District shall be deemed to be within the sole jurisdiction of the City.

- If a mutually agreeable extension agreement is reached by negotiation of the parties initiated by notice given by the Township in the 45<sup>th</sup> year of the Initial Agreement Period, as specified above, such agreement shall be filed with the offices of the County Clerk and Secretary of State prior to the expiration of the Initial Agreement Period, and the terms of such agreement shall govern whether the property within the Final Urban Service District shall be deemed to be within the sole jurisdiction of the City or the Township.
  
- If the parties are unable to negotiate a mutually agreeable extension of the Initial Agreement Period, and the Township has adopted and delivered a Resolution in the form attached as 'Attachment A' directing a vote of property owners on the question of whether jurisdiction of the property within the Final Urban Service District shall be within the City or Township upon the expiration of the Initial Agreement Period, then the outcome of such vote shall be certified by the City Clerk and confirmed by the Township Clerk, and the outcome of such vote shall govern whether the property within the Final Urban Service District shall be deemed to be within the sole jurisdiction of the City or the Township according to the terms specified above. Copies of the certification and confirmation of the vote by the City and Township Clerks, along with a statement clarifying the outcome of the vote, shall be filed with the County Clerk and Secretary of State prior to the expiration of the Initial Agreement Period.

## **SHARING OF TAXES AND OTHER REVENUE**

Taxes on all taxable property in the Present Urban Service District and in any Future Urban Service Districts as the same may be approved from time-to-time, shall be shared by the parties as provided below.

- ◆ The City shall collect and retain all taxes on taxable property.
- ◆ During the 50-year Initial Agreement Period:
  - 1) For the first 25 years of the Initial Agreement Period, the City shall pay to the Township an amount equal to the taxation of the property within the Present Urban Service District and in any Future Urban Service Districts at the rate of one mil.
  - 2) For the last 25 years of the Initial Agreement Period, the City shall pay to the Township an amount equal to the taxation of the property within the Present Urban Service District and in any Future Urban Service Districts at the rate of one-half mil.

## **RESERVATION OF RIGHT TO AMEND AGREEMENT NO. 2, INCLUDING THE RIGHT TO MAKE PROVISION FOR FUTURE URBAN SERVICE DISTRICT AREAS**

## **MISCELLANEOUS PROVISIONS**

**ATTACHMENT 'A'**

[rough concept]

- ⇒ Direct that a vote shall be taken on the question of jurisdiction of the Final Urban Service District
- ⇒ Describe the urban services that would be provided by the Township
- ⇒ Provide an explanation of the arrangement for such services, e.g., provision by Township itself, intergovernmental agreement (with whom), and the like.
- ⇒ Specify any capital costs and the estimated ongoing fees and costs, and applicable property taxation, that would be payable if jurisdiction of the Final Urban Service District determined by vote to be within the Township.

**ATTACHMENT B**

**NOTICE**

[rough concept]

**TO: THE OWNERS OF POSSESSORY INTERESTS OF EACH PROPERTY  
WITHIN THE FINAL URBAN SERVICE DISTRICT**

**PLEASE TAKE NOTICE** of the right of property owners within the Final Urban Service District to vote on whether jurisdiction of the District shall be in the Township or City following the expiration of the Initial Agreement Period. This notice is to be delivered by personal delivery or certified mail (return receipt requested) to the owners of possessory interests in the property within the Final Urban Service District, and to the Township Clerk. Such delivery shall be based on the names and addresses of possessory interest holders on the documents recorded with the County register of deeds with regard to each respective property as of the date the Township Board Resolution was adopted. The notice shall specify the expiration date (as specified below) of each owner's right to vote on the question whether jurisdiction of the property within the Final Urban Service District shall be within the City or Township upon the expiration of the Initial Agreement Period.

Within the period expiring on the 181<sup>st</sup> day following the delivery to the Township Clerk of the Resolution adopted by the Township Board [copy attached], the aggregate of the owners of the possessory interest in each property shall be entitled to vote one ballot on the question whether jurisdiction of the property within the Final Urban Service District shall be within the City or Township upon the expiration of the Initial Agreement Period. One vote shall be permitted for each property within the District, as such properties existed on the date the Township Board Resolution was adopted.

***[The specific method for voting the ballots shall be specified in this Notice]***

All of the property within the Final Urban Service District shall be deemed to be within the jurisdiction of the Township upon the expiration of the fifty year Initial Agreement Period if ballots representing 51% or more of the area of all land within the entire Final Urban Services District *are* voted in favor of such outcome. All of the property within the Final Urban Service District shall be deemed to be within the jurisdiction of the City upon the expiration of the fifty year Initial Agreement Period if ballots representing 51% or more of the area of all land within the entire Final Urban Services District *are not* voted in favor of having jurisdiction of such property within the Township.