

VILLAGE OF PARMA-SANDSTONE LDFA

2023 ANNUAL MEETING

Wednesday, December 6, 2023 at 5:30 p.m.
Parma Village Office
117 West Main Street
Parma, MI 49269

AGENDA

Call to Order

Public Comment

Semi-Annual Informational Meeting (per Recodified Tax Increment Financing Act 57)

- a. Goals and direction of PLDFA
- b. Upcoming Projects

Approval of the minutes

• *October 4, 2023 Meeting Minutes from PLDFA Special Board Meeting

Annual Audit – Markowski & Co. (emailed separately)

LDFA Reports – Markowski & Co.

- Summary of Reports Submitted –CY 2023
- Authority to Submit CY 2024 Reports

Parma-Sandstone LDFA - Old Business

- MEDC Strategic Site Readiness Program update
- MACI lift station pump replacement update
- Western Schools and MACI lift station and EQ basin proposal

Parma-Sandstone LDFA - New Business

- *Access agreement to perform due diligence on Bridges property
- *Wetland Delineation quotes for Bridges property

The Enterprise Group of Jackson, Inc.

- *2023 End of Year Report
- *2024 Scope of Work
- *2024 EG/Parma LDFA Management Agreement
- *Board Member Term Renewal for: Chris Hendges, Dave Dawson, and Christopher Crisenbery terms expired 12/31/2023. To be reappointed by Village of Parma, new term will expire 12/31/25 (three-year terms).
- *2024 Election of Officers

LDFA Financial Reports – Kathy McDevitt/Markowski & Co.

- *Treasurer's Report
- *Approve FYE 2/29/24 Budget Amendment/Revision
- *Approve FYE 2/28/25 Budget
- Approve Proposed Surplus Distribution

Other Business

Adjourn *indicates attachment

4th October 2023 Minutes of the Special Meeting of the Parma Village LDFA Council

Meeting called to order at 5:34 PM

Pledge of Allegiance is given.

Those Present: Jenkins, Havican, Dawson, Hendges, Marks, Globoker, VanWinkle, Way, Crisenberry, Easton, Smajda Guests: Debbie Kelly, Alex Masten, Chuck Olson, David Herlein, Jill Yoxheimer, Terry Bridges, Kathleen Bridges Public comment: NA

Way moves to approve meeting minutes from PLDFA June 7th, 2023, meeting, Dawson Seconds, Motion passes.

Masten ask Chairman Jenkins to amend the agenda so MEDC Strategic Site Readiness Program to the first item of business. Jenkins agrees.

Masten goes over what the MEDC strategic site readiness program is. She explains that is a program that helps sites to become more shovel ready. Masten shares that the program allows applicants to include private landowners. The land the PLDFA has for sale is contiguous to Terry and Kathleen Bridges land. Masten reached out to the Bridges to see if they would be interested in being co-applicants for this program. The Bridges are interested in being co-applicants with PLDFA. Terry Bridges shares the history and details of his property. He mentions he has owned the property for about 34 years. Masten shares some of the requirements to apply for the program. Kelly mentions that there may need to be an amendment to the TIF development plan. Way asks for more details about the program. Masten goes over more details of the program and what it could mean for the PLDFA. VanWinkle moves to have Enterprise Group staff apply for the MEDC program on behalf of the PLDFA with partnership with Terry Bridges, Marks seconds, motion passes.

MACI lift station pump replacement: Olson shares the status of the lift station at Maci Boulevard. VanWinkle mentions his experience from working at the lift station. That he suggested to Herlein and Olson to come to the PLDFA to ask for financial help with the replacement of the lift station pump. Jenkins mentions that there is not a contract with Spring Arbor, and he is concerned that Spring Arbor will kick them off the system after PLDFA spends the money on a new pump. Hendges mentions that if PLDFA spends the money on the pumps that leaves no money for the retention basin. Ask if the retention basin is something that can be held off until money has been saved up. That the PLDFA has already spent the money on engineering and preparing the grounds for the basin to be installed. Jenkins asked if Smajda has any updates on the school's design for wastewater disposal for the new elementary school being built. Herlein goes over the details of the estimates of the lift station pumps at Maci Boulevard. Jenkins asked if the existing pumps can be rebuilt. Olson shares that the pumps are not in a condition to be rebuilt. Way mentions that in the budget there is a line item for \$160,000 for lift station updates, would like to know if budget line is part of this pump project. Jenkins responds that budgeted line item was for holding chambers. Way asks if that budgeted line item is something the PLDFA is moving forward on. Jenkins shares that is something the PLDFA needs to decide on since PLDFA is not able to spend money outside of the PLDFA property. Smajda asked if the original plan that was presented earlier this year with Spring Arbor, Western School and PLDFA working together is still a viable option and is Spring Arbor still interested in it. Olson responds that it is still an option. Jenkins asks if the new pumps are the same size as the current pumps. Olson shares that they are the same size as we currently have. Jenkins mentions that PLDFA has \$160,000 in the budget is Spring Arbor going to cover the remaining cost. Herlein shares that Spring Arbor planned on putting in \$50,000 towards the project.

Jenkins moves that the budgeted \$160,000 to be moved towards the replacement of the pumps at Maci lift station, Marks seconds. Discussion follows. Roll Call: Jenkins yes, Marks yes, Hendges yes, VanWinkle yes, Way yes, Christenberry No, Dawson yes, Globoker yes, Smajda yes, Easton yes, Havican yes, motion passes 10-1.

Annual meeting: Discussion of annual PLDFA meeting. The meeting date is set for Dec 6 at 5:30 PM at the Village office. Old Business: Discussion of Western and Maci lift station and equalization basin proposal. Smajda would like to revisit the plan that was brought up last year.

Director/Staff comments: Debbie Kelly from Enterprise Group shares she has a new assistant; Andrea Clary and that Tim Rogers is retiring in the Spring.

Board comments: VanWinkle thanks everyone for showing up.

Public: Jill Yoxheimer from Maci shares that the usage will continue to decline for at least the next 12-16 months. It will go up starting around January 2025 but will stay lower than what it has been previously.

VanWinkle moves to adjourn the meeting at 6:47 p.m., Way seconds motion passes.

Respectfully Submitted, Joanne Havican

SITE ACCESS AGREEMENT

This Site Access Agreement (this "Agreement") is made as of _______ 2023 (the "Effective Date") and is executed by Terry D. Bridges and Kathleen Bridges, of 3381 W Houghton Lake Drive, Houghton Lake, MI 48629-9007 (collectively, the "Licensor"), and the Village of Parma Local Development Finance Authority, (the "Licensee") whose mailing address is 117 W. Main Street, Parma, MI 49269, c/o The Enterprise Group of Jackson, Inc., 100 E. Michigan Avenue, Suite 1100, Jackson, MI 49201.

BACKGROUND

Licensor owns the real property located generally at 2001 N. Harrington Road, Parma, MI 49269 (Permanent Parcel Nos. 000-07-32-226-002-00, 000-07-32-226-001-00, 000-07-29-451-001-00, 000-07-32-201-001-00, 000-07-29-426-002-00, 000-07-28-301-002-00), as more fully described in Exhibit "A" (the "**Property**").

The Property, which comprises approximately 230 acres, is located adjacent to Licensee's real property and the Property may be suitable for development in accordance with Licensee's Development Plan and Tax Increment Financing Plan (the "Plan").

Licensor and Licensee have partnered on a grant application to the Michigan Economic Development Corporation ("MEDC") as part of the MEDC's Strategic Site Readiness Program ("SSRP") to determine what amount of the Property is developable due to the existence of wetlands on the Property.

Development of the Property will further the purpose of Licensee's Plan.

The purpose of this Agreement is to provide Licensee with a a site access license to the Property to permit Licensee and its authorized agents, contractors, consultants and employees to enter the Property to perform such due diligence as is necessary with respect to the SSRP including, but not limited to, a wetlands delineation assessment (collectively, the "Site Investigation").

Licensee and Licensor agree as follows:

- 1. **Authority to Grant a License**. Licensor represents that it has the authority to grant the access allowed by this Agreement and that there is no need to obtain the approval or consent of any other party. The Licensor hereby grants a license to Licensee to conduct the Site Investigation in accordance with this Agreement.
- 2. Access to Property and Licensor's Consent. Licensor grants to Licensee and its agents, advisors, employees, consultants, representatives, and independent contractors, including environmental contractors and consultants hired directly or indirectly by Licensee (collectively, the "Licensee Representatives"), the right, but not the obligation, of ingress to, egress from, and access under, above, and through, the Property for the purpose of performing the Site Investigation. The Site Investigation may include, but is not necessarily limited to, activities intended to (1) review environmental, safety and health conditions; (2) conduct physical, structural and geotechnical testing; and (3) perform boundary and other surveys. These activities may, among other things, include the collection and testing of samples of soil, water, and other substances.

Without limiting the generality of the foregoing, the Licensee Representatives may drill into the soil, drill through pavement, remove reasonable amounts of soil, install and sample monitoring wells, and perform other tests, actions, evaluations, procedures, and treatments to complete its investigations. The Licensee Representatives shall undertake all activities on the Property in compliance with all applicable laws and shall use commercially reasonable efforts to minimize the extent and duration of any interference with Licensor's business operations on the Property. The cost of all such activities shall be the responsibility of Licensee (or the Licensee Representatives as arranged between the Licensee Representative and the Licensee) and not Licensor.

- 3. Advance Notice. Licensee or Licensee Representatives shall give Licensor at least twenty-four (24) hours advance notice, either orally (by telephone or in person) or by electronic message of a planned activity that can reasonably be expected to require invasive activities into the Property's subsurface, including notice of the areas of the Property that are expected to be materially affected by any sampling, monitoring, installation, or similar action. Licensee Representatives shall cooperate with Licensor to schedule the activities so as to minimize the extent and duration of any interference with Licensor's operations. Access to the Property shall be during regular business hours (8:00 am to 5:00 pm, Monday through Friday).
- 4. Installation, Sampling, and Removal. Licensor shall cooperate with the Licensee Representatives regarding all installation, monitoring, sampling, removal and related activities that Licensee Representatives desire to conduct on the Property. Licensor shall cooperate in locating buried utilities and improvements on the Property at the request of Licensee Representative and shall assist the Licensee Representatives in avoiding impacts to such buried or concealed features. At the Licensor's specific request, Licensee Representatives shall use commercially reasonable efforts to schedule its activities to avoid times of peak business activity on the Property. Licensor authorizes Licensee Representatives to obstruct temporarily, but for a reasonable period of time, access to, or use of, limited areas of the Property to conduct Site Investigations. Licensee Representatives may use any electrical or other utility outlets or connections on the Property to conduct its activities. Licensee Representatives shall split all samples with Licensor upon Licensor's request, so long as Licensor pays for any and all additional costs incurred by the Licensee Representatives in this regard. After completing the activities contemplated by this Agreement, Licensee or Licensee Representatives shall remove their equipment and restore any part of the Property that was affected by its activities to a condition that is reasonably similar to the condition of the Property at the time immediately preceding the commencement of said activities.

5. Indemnification.

- a. To the extent permitted by law, Licensee shall indemnify and hold harmless Licensor for any penalties, damages or costs that result from the negligence or willful misconduct, misrepresentation or breach of warranty in this agreement by Licensee or Licensee representatives.
- b. To the extent permitted by law, Licensor shall indemnify and hold harmless Licensee and Licensee Representatives for any penalties, damages or costs that result from the negligence or willful misconduct, misrepresentation or breach of warranty in this agreement by Licensor including any damages or injuries to Licensee Representatives persons and/or property which arise from or relate to any existing hazardous waste, pollutant or hazardous substance presence or release associated with or related to the Property.

- c. The indemnification in this Agreement shall only apply if prompt notice is provided to the indemnifying party. The indemnity is conditioned on the following: (i) the indemnifying party has the opportunity to fully manage any indemnified matter as it deems appropriate (including any required remediation or defense of claims) with employees, agents, contractors, consultants and attorneys of the indemnifying party's choosing and (ii) the reasonable cooperation of any indemnified party (including the signing of any properly completed forms that will allow for the continued current use of the property).
- d. The site access granted to the Licensee and/or Licensee Representatives pursuant to this Agreement extends to any repair or restoration work required to remediate any damage to the Property that is indemnified pursuant to this Section.

6. Test Results.

- a. Licensor understands and acknowledges that the environmental testing to be undertaken may create legal duties applicable to Licensor if conditions of pollution are discovered and that except to the extent required by law, neither Licensee nor Licensee Representatives have an obligation to report any test results or conditions to any party as a result of this Agreement. Licensee and Licensee Representatives will provide copies of test results to Licensor unless Licensor specifically requests, in writing, prior to the start of testing, not to receive the test results from Licensee's review. Licensor acknowledges that these tests are performed for Licensee's specific purposes and cannot be relied on by Licensor in any way as being accurate or sufficient for any purposes. Licensor agrees and acknowledges that it is not authorized to share, provide, disseminate, present, and/or make available the test results to any third party unless required by law.
- b. In certain cases test results regarding the environmental conditions of the property may result in a reporting obligation specific to Licensee or Licensee Representatives. In any of those cases, Licensee or Licensee Representative shall, if reasonably possible, notify Licensor at least twenty-four (24) hours prior to making the notification but in any case within seventy-two (72) hours after making the notification to the appropriate agency. Licensor agrees that Licensee and Licensee Representatives bear no responsibility for the costs resulting from that reporting and that Licensee shall not become responsible for any conditions that it discovers during the Site Investigation.
- c. Licensor acknowledges and agrees that any samples that are taken during the activities undertaken pursuant to this Agreement and any investigation-derived media (i.e., drill cuttings, well purge water) generated by the investigation may require off-site disposal based upon test results. Licensor agrees to execute all properly completed waste manifests or other documents required for proper disposal of test results. Licensor's obligation to sign any properly completed waste manifests or other documents required for proper disposal survives this Agreement so long as those items that require disposal were generated pursuant to this Agreement. The cost of off-site disposal of media will be paid for by Licensee or the appropriate Licensee Representative, not Licensor.
- d. Licensee may use the results of the Site Investigation as it deems appropriate and may share the results with third parties, including, but not necessarily limited to attorneys, consultants, contractors, employees and regulators.

- 7. **Termination**. This Agreement shall terminate automatically on the earlier of: (1) completion of the necessary Site Investigations by Licensee or Licensee's Representatives, or (2) 270 days from the Effective Date of this Agreement.
- 8. Waiver; Modification; Severability. An extension, amendment, modification, cancellation, or termination of this Agreement will be valid and effective only if it is in writing and signed by each party to this Agreement, except as provided otherwise in this Agreement. In addition, a waiver of any duty, obligation, or responsibility of a party under this Agreement will be valid and effective only if it is evidenced by a writing signed by, or on behalf of, the party against whom the waiver or discharge is sought to be enforced. Whenever possible, each provision of this Agreement should be construed and interpreted so that it is valid and enforceable under applicable law. However, if a provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision will be deemed severable from the remaining provisions of this Agreement and will not affect the validity, interpretation, or effect of the other provisions of this Agreement or the application of that provision to other circumstances in which it is valid and enforceable.
- 9. **Assignment; Third Party Beneficiaries**. Neither the entry of this Agreement or any action taken by Licensee hereunder shall create any third party beneficiary or third party beneficiary rights.
- 10. **Legal Matters**. This Agreement has been executed in, and shall be governed by and construed in accordance with the laws of the State of Michigan. By their execution hereof, the Parties hereto (and any officers and/or guarantors thereof) submit to the personal and subject matter jurisdiction of the courts of the State of Michigan, and stipulate and agree that venue for any proceedings hereunder shall be proper only in the courts of Jackson County.
- 11. **Notices**. Except for oral notices specifically authorized in this agreement, notices permitted by this Agreement will be valid only if such notice is in writing, delivered personally or by e-mail, telecopy, commercial courier, or first class, postage prepaid, United States mail (whether or not certified or registered and regardless of whether a return receipt is requested or received by the sender), and addressed by the sender to the intended recipient at its address set forth in the first paragraph of this Agreement, or to such other address as the intended recipient may designate by notice given to the sender in accordance with this section. A validly given notice, consent, demand, request, or approval will be effective on the earlier of its receipt, if delivered personally or by e-mail, telecopy, or commercial courier, or the third day after it is postmarked by the United States Postal Service, if delivered by first class, postage prepaid, United States mail. Each party promptly shall notify the other of any change in its mailing address or telephone contact number stated in this Agreement.
- 12. **Complete Agreement; Survival**. This Agreement records the entire understanding between the parties regarding the subjects addressed in it and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by either of them.
- 13. **Execution and Effectiveness**. The parties may execute this Agreement in counterparts. Each executed counterpart will constitute an original document, and all executed counterparts, together, will constitute the same agreement. This Agreement will become effective

upon the last signatory's delive signatory shall fill in the EXEC	•	ent to the other party, and the last delivery.
EXECUTED:	202	
	LICENSOR:	
	Ву:	
	Print Name:	
	Title:	
	Date:	
	LICENSEE:	
	PARMA LOCAL AUTHORITY	L DEVELOPMENT FINANCE
	Ву:	
	Print Name:	
		_
	Date:	

[SIGNATURE(S) OF LICENSEE REPRESENTATIVE(S) THAT WILL CONDUCT SITE INVESTIGATION ON FOLLOWING PAGE]

The undersigned "Licensee Representative" has reviewed this Agreement and hereby agrees to comply with all obligations pertaining to, and imposed on, Licensee Representatives contained herein.

Agreed to and accepted by:

By:			
Name: _			
Title:			
Date:			

EXHIBIT A

LEGAL DESCRIPTION

The Property located in the Village of Parma, County of Jackson, State of Michigan described as:

Permanent Parcel No. 000-07-32-226-002-00 E 1/2 OF E 1/2 OF NE 1/4 OF SEC 32 LYING N OF THE R/W OF MCRR SEC 32 T2S R2W 19.7000 A

Permanent Parcel No. 000-07-32-226-001-00 THAT PART OF W 1/2 OF NE 1/4 OF NE 1/4 LYING N OF NLY R/W LN OF MCRR. SEC 32 T2S R2W 15.0000 A

Permanent Parcel No. 000-07-29-451-001-00 THE W 1/2 OF SE 1/4 EXC THEREFROM THE N 270 FT FOR US-12 BY-PASS. ALSO THE SE 1/4 OF SE 1/4. SEC 29 T2S R2W 111.7600 A

Permanent Parcel No. 000-07-32-201-001-00 THAT PART OF W 1/2 OF NE 1/4 OF SEC 32 LYING N OF NLY R/W LN OF MCRR. SEC 32 T2S R2W 16.0000 A

Permanent Parcel No. 000-07-29-426-002-00 NE 1/4 OF SE 1/4 EXC THE N 250.45 FT THEREOF. SEC 29 T2S R2W 32.4000 A

Permanent Parcel No. 000-07-28-301-002-00 NW 1/4 OF SW 1/4 EXC THE N 250.45 FT THEREOF. SEC 28 T2S R2W 32.4000 A



Serving the **Energy**, **Civil Infrastructure** and **Government** markets by providing engineering, project management, land survey, environmental and field services.

October 24, 2023

Sent via email to: Enterprise Group of Jackson

RE: Parma LDFA/Bridges Property Sandstone Township, Michigan

To Whom It May Concern:

Holland Engineering, Inc. (HEI) is pleased to submit this proposal for environmental services in Sandstone Township, Michigan. HEI's expertise in environmental assessment and surveys are included in this scope of work.

Scope of Work

Task 1. Wetland Delineation

A biologist from HEI will conduct the required wetland delineation and stream assessment. If wetlands or streams are not present, an upland datasheet will be completed.

Wetland Delineations— Wetlands will be assessed for purposes of site planning. Prior to commencing the wetland field surveys, a preliminary review of the National Wetlands Inventory, Michigan Natural Features Inventory, USGS topographic maps, USDA / NRCS County Soil Surveys, and historic and current aerial photography. After all pre-field work has been completed and verified, the proposed project area will be investigated for the presence of wetlands using the procedures outlined in the U.S. Army Corps of Engineers (USACE) Wetlands Delineation Manual (1987) and Michigan Department of Environment, Great Lakes, and Energy (EGLE) Wetland Identification Manual: A Technical Manual for Identifying Wetlands in Michigan (2001). Wetland areas will be identified based upon the plant community assessment procedure outlined in the routine onsite



determination method of this manual. The site reconnaissance will include identifying the vegetation communities, soils identification, a geomorphologic assessment of hydrology, and notation of visually evident disturbance. To determine the wetland boundaries, the site vegetation, soils and hydrology will be closely examined. Wetland data sheets including MiRAM will be collected during field work to support the identified wetland boundary determinations. The positions of the wetland boundary points will be gathered using a Global Position System (GPS) unit with real-time data correction and sub-meter resolution. Photographs of each wetland area will be taken.



Water Body Survey and Part 301 Assessment – Waterbodies, if present, will be field evaluated using the OEPA Qualitative Habitat Evaluation Index (QHEI) procedure as detailed in The Qualitative Habitat Evaluation Index: Rationale, Methods and Application (1989). The QHEI rapid field assessment protocol provides a qualitative and quantitative method for assessing surface waters. The OEPA QHEI is designed to provide a qualitative measure of habitat that generally corresponds to those physical factors that affect fish communities and which are generally important to other aquatic life (e.g., macroinvertebrates). With QHEI, streams are scored on the basis of substrate, in stream cover, channel quality, riparian/erosion, pool riffle, and drainage area.

Michigan uses this rapid assessment, without the calibrated scoring rubrics, to assess waterbody crossings. The location of each QHEI sampling location will be recorded with a GPS unit. Surface water habitat descriptions and observations, QHEI forms, representative photographs, and mapping will be included within the wetland delineation report, if requested, for best efficiency.

<u>Fees</u>

The estimated costs provided below include completion of tasks and scope described above. Work will be conducted on a Time and Materials, Not-To Exceed basis in accordance with the HEI schedule of Fees and Charges. You will only be charged for actual costs incurred.

Tasks	Labor	Expenses	Subtotal
Task 1 – Wetland Delineation / GPS Data / Datasheets	\$5,800.00	\$1,200.00	\$7,000.00
Task 2 – Admin / Accounting / Copies / Mailings / PM / Data Purchase	\$300.00	\$250.00	\$550.00
Total			\$7,550.00

Assumptions

HEI assumes the following in preparing this cost estimate:

- · Costs include wetland datasheets.
- Costs do not include a wetland report. It can be added for \$3,800.00.
- Costs do not include permitting assistance.
- Costs do not include MDNR special status species studies, but this can be added for \$3,300.00.
- Costs do not include Phase II T & E Studies.
- Costs do not include SQT or Hydraulic Analysis.
- Costs do not include agency meetings.
- Costs do not include wetland plan/profile drawings or engineering drawings.
- Costs do not include wetland restoration, mitigation, or monitoring.



HEI appreciates the opportunity to submit this proposal for services. If you have any questions, please feel free to contact Sherry Slocum at 616-648-0088.

Sincerely,

Holland Engineering, Inc.

Sherry Slocum

Environmental Services Manager



Byron P. Schroeder, Owner Christopher E. Crisenbery, PE, Owner

November 20, 2023

Jim Jenkins PLDFA Chairperson C/O Alex Masten, Vice President of Economic Development The Enterprise Group of Jackson, Inc. 100 E. Michigan Avenue, Suite 1100 Jackson, MI 49201

Proposal for Consultant Services for Wetland Delineation, Bridges Property

Proposal No. 2023-00371

Dear Mr. Jenkins,

We appreciate the opportunity to provide wetland delineation services for the following properties that are generally located west and south west of the current PLDFA property. The properties compose of the following Parcel I.D.'s

RE:

000-07-28-301-002-00	32.4 ac
000-07-29-426-002-00	32.4 ac
000-07-29-451-001-00	111.76 ac
000-07-32-201-001-00	16 ac
000-07-32-226-001-00	15 ac
000-07-32-226-002-00	19.7 ac

AE Design Solutions, LLC is pleased to have this opportunity to present this proposal for your review, consideration and approval. Our proposal offers the experience and resources necessary to oversee the wetland delineation of the above referenced property.

We propose to provide the following Consultant Services for the above referenced project as follows:

DELINEATION SERVICES

A. WETLAND BOUNDARY FLAGGING

1.) Conduct a wetland delineation within the subject parcels and flag any identified wetland boundaries. Flagging will be performed in accordance with the U.S. Army Corps of Engineers Wetland Delineation Manual.

B. GPS LOCATION OF FLAGGING

1.) Flagged wetland boundaries will be located using a Global Positioning System (GPS) with sub-meter accuracy.

C. AERIAL PHOTOGRAPH MAPPING

1.) Collected GPS flagging will be best fit to available aerial mapping along with an approximate Boundary survey property lines as best estimated with the use of the Jackson County GIS. This mapping will give an approximate location of identified wetland boundaries and how they relate to developable land on the subject property.

D. WETLAND EVALUATION LETTER REPORT

1.) Prepare a written letter report regarding the characteristics of the wetland-related site conditions and provide an opinion as to the EGLE and Corps jurisdiction.

Items not included in above described project

- Remediation Plan Preparation
- MDEQ Application or Verification of Wetlands
- Report Preparation of Findings
- Boundary or Topographic Mapping
- Engineering or Survey Services not specified above

We propose to provide these Consultant services on a lump sum basis for the following:

Services

- A. Wetland Boundary Flagging
- B. GPS Location of Flagging
- C. Aerial Photographic Mapping
- D. Wetland Evaluation Letter Report

A-D \$ 9,950.00

Any additional work which is authorized but not included in our scope of services would be billed on an hourly basis in accordance with our current fee schedule. Owner/Review agency revisions to drawings will be billed on a time and expense basis in accordance with our current hourly rates.

Fees included in this proposal include all miscellaneous expenses such as mileage, phone charges, miscellaneous printing, etc. Any plan set printing and shipping, permit fees, plan review, submittal fees, DEQ fees or other fees required by review agencies would be paid directly by the contractor or the owner.

The above financial arrangements are on the basis of prompt payment of our invoices and continuous progress of the Project through construction. Invoices that remain unpaid for more than thirty (30) days after the invoice date will be charged a service/finance charge of 1-1/2% per month. We reserve the right to suspend or terminate our services if our invoices are not paid within forty-five (45) days of the invoice date. Any charges held to be in dispute shall be called to our attention within ten (10) days of receipt of our invoice.

All Documents are instruments of service and AE Design Solutions, LLC shall retain an ownership and property interest therein (including the copyright and the right of reuse) whether or not the project is completed. You shall not rely in any way on any document unless it is signed or sealed by the Architect/Engineer or one of its consultants.

Files in electronic media format of text, data, graphics, or other types as furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

This proposal/agreement is intended by the parties to be governed by the laws of the State of Michigan. The parties agree that dispute hereunder shall be adjudicated in court of competent jurisdiction in Jackson County, Michigan.

In recognition of the relative risks and benefits of the project to both the Client/ Owner and the Design Professional, the Client agrees, to the fullest extent permitted by law, to limit the Design Professional's total liability to the Client or anyone making claims through the Client, for any and all damages or claim expenses (including attorney's fees) arising out of this Agreement, from any and all causes, to the total amount of the Design Professional's fee.

This proposal/agreement represents the full and final understanding between AE Design Solutions, LLC and Jim Jenkins, Chairperson (PLDFA) in respect to the Project and supersedes any previous understandings both written and/or oral, and may only be modified in writing signed by both of us.

If this proposal meets with your approval, please sign as indicated below and return one (1) signed copy to our office and retain one (1) copy for your records.

We look forward to the opportunity to work with you, and if you have any questions or require additional information, please feel free to contact us at your earliest convenience

Sincerely, AE Design Solutions, LLC

C. Crisenbery

Christopher E. Crisenbery, P.E. Owner

Accepted this_	day of	, 2023
Jim Jer	nkins (PLDFA)	
By:(Signat	ure)	_
Name & Title: _	(Please Print Name & Title)	





November 10, 2023

Parma Local Development Finance Authority c/o Alexandra Masten, The Enterprise Group of Jackson, Inc. 100 East Michigan Avenue, Suite 1100 Jackson, MI 49201

Proposal for Professional Services Wetland Delineation and Threatened and Endangered Species Assessment 227-Acre Property Parma Township, Jackson County, Michigan

Fishbeck is pleased to provide this proposal for wetland delineation and threatened and endangered (T&E) assessment of 227 acres of undeveloped property located south of Interstate Highway I-94, east of Hendershot Road, and north of a railroad right-of-way in Sections 28, 29, and 32 of Parma Township (Town 2 South, Range 2 West). The site consists of six contiguous parcels:

- Parcel Number 07-28-301-002-00
- Parcel Number 07-29-426-002-00
- Parcel Number 07-29-451-001-00
- Parcel Number 07-32-201-001-00
- Parcel Number 07-32-226-001-00
- Parcel Number 07-32-226-002-00

Google Earth aerial imagery indicates portions of the site were historically farmed and drainage ditches traverse the property.

Scope of Services

The proposed scope of services includes the following activities.

Wetland Delineation

Review of Reference Materials

Review available information sources prior to the field investigation to evaluate the nature and extent of potential wetland areas on the referenced property. Such sources include U.S. Department of Agriculture Natural Resources Conservation Service hydric soil maps, U.S. Fish and Wildlife Service National Wetlands Inventory maps, topographic maps, and aerial photographs.

Wetland Delineation

Perform a walk-through evaluation of the referenced property to determine whether wetland areas, regulated or nonregulated, under the 1994 Natural Resources and Environmental Protection Act (NREPA), Act 451, Part 303, are present. The vegetation, soils, and hydrologic qualities will be evaluated for wetlands characteristics in a manner consistent with the 1987 *Corps of Engineers Wetlands Delineation Manual* and 2012 *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region (Version 2).* The property's wetland boundary will be flagged based upon these characteristics.

Wetland boundary flags will then be located utilizing Global Positioning System technology with submeter accuracy and transferred onto a base map prepared by Fishbeck. Survey data will be provided to you as a DWG file (for CAD application) and/or SHP file (for GIS mapping).

Please note, if wetland delineation occurs outside of the growing season (when plant species are not readily identifiable), the Michigan Department of Environment, Great Lakes, and Energy (EGLE) will likely require verification of the wetland boundary during the growing season prior to issuing a permit for site development that impacts regulated wetlands. Wetland boundary verification is not included in this proposal.

Report Preparation

Prepare a report summarizing the results of the fieldwork and the wetland delineation. Data collected on the vegetation, soils, and hydrologic characteristics of the identified wetland area will be summarized on U.S. Army Corps of Engineers Wetland Determination Data Forms. This report can be used as an attachment for a 1994 NREPA Act 451, Part 303, Wetland Permit Application.

Threatened and Endangered Species Assessment

A threatened and endangered (T&E) species database review will be completed through the Michigan Natural Features Inventory's (MNFI) database and the U.S. Fish & Wildlife Service Information for Planning and Consultation (IPaC) website to check for the presence of known occurrences of rare and protected species and unique natural features within the project area and the adjacent 1.5-mile radius. Fishbeck will assess the site for appropriate habitat for federally and state protected species known to occur in the vicinity. We will summarize the results of the database review and habitat assessment in a report. The summary report will evaluate the likelihood that T&E species may be impacted by future site development, and provide recommendations for best management practices to avoid impacts to species of concern.

Professional Services Fees

The lump-sum cost to complete the scope of services is Sixteen Thousand Dollars (\$16,000).

The fee assumes one week of fieldwork for one wetland scientist and one field technician. Wetland delineation cannot be conducted when the ground surface is covered in snow or is frozen. Fishbeck recommends that wetland delineation be conducted during the growing season when vegetation is readily identifiable.

Authorization

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Leanne K. Jeannot (lkjeannot@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

If you have any questions or require additional information, please contact me at 616.464.3738 or email ehtripp@fishbeck.com.

Sincerely,

Elise Hansen Tripp, PWS

Senior Wetland Scientist

Attachments By email

Copy: Dave Stegink – Fishbeck





PROJECT NAME

PROJECT LOCATION

Professional Services Agreement

FISHBECK CONTACT	Elise Hansen Tripp, PWS		
CLIENT CONTACT	Alexandra Marsten		
	The Enterprise Group of Jack		2201
CLIENT	100 East Michigan Avenue, S	•	0201
CLIENT	Parma Local Development F	mance Authority	
Client hereby request	s and authorizes Fishbeck to p	perform the following:	
	Wetland delineation and T&E ghway I-94, east of Hendersho		of undeveloped property located
$oxed{\boxtimes}$ Terms and Condit	eement consists of this page a ions for Professional Services, ovember 10, 2023		re checked:
•	NSATION: fined Scope of Services es plus Reimbursable Expense	es	
Budget for Above Sco	pe of Services: Sixteen Thousa	and Dollars (\$16,000).	
ADDITIONAL PROVISION	ONS (IF ANY): NA		
APPROVED FOR:		ACCEPTED FOR:	
Parma Local Develop	ment Finance Authority	Fishbeck	11000
SIGNATURE:		SIGNATURE:	and JH
NAME:		NAME:	David Stegink
TITLE:		TITLE:	Vice President
DATE:		DATE:	November 10, 2023

Wetland Delineation and Threatened and Endangered Species Assessment

227-Acre Property, Parma Township, Jackson County, Michigan

- 1. **METHOD OF AUTHORIZATION.** Client may authorize Fishbeck to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method used, these Terms and Conditions shall prevail as the basis of Client's authorization to Fishbeck. Any Client document or communication in addition to or in conflict with these Terms and Conditions is rejected.
- 2. **CLIENT RESPONSIBILITIES.** Client shall provide all criteria and full information as to requirements for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include full-time construction observation or review of Contractor's performance, Client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Fishbeck that may be in any way connected thereto.
- 3. **HOURLY BILLING RATES.** Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
- 4. **REIMBURSABLE EXPENSES.** Those costs incurred on or directly for Client's Project. Reimbursement shall be at Fishbeck's current rate for mileage for service vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
- 5. **OPINIONS OF COST.** Any opinions of probable construction cost and/or total project cost provided by Fishbeck will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, Fishbeck cannot warrant that bids or ultimate construction or total project costs will not vary from such estimates.
- 6. **PROFESSIONAL STANDARDS; WARRANTY.** The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of Fishbeck's profession practicing under similar circumstances at the same time and in the same locality. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
- 7. **TERMINATION.** Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work previously authorized and performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a termination charge to cover finalization work necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Fishbeck will return to Client all documents and information which are the property of Client.
- 8. **SUBCONTRACTORS.** Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
- 9. **PAYMENT TO FISHBECK.** Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed. Interest of 1 percent per four-week period will be payable on all amounts not paid within 28 days from date of invoice, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.
 - Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on Fishbeck by any governmental entity.
 - If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.
 - In addition to any other remedies Fishbeck may have, Fishbeck shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.
- 10. **HAZARDOUS WASTE.** Fishbeck has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Fishbeck shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Fishbeck.
- 11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.

To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims for which Fishbeck is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Fishbeck by Fishbeck's insurers in settlement or satisfaction of Client's claims under the terms and conditions of Fishbeck's insurance policies applicable thereto.

Higher limits of liability may be considered upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.

- 12. **DELEGATED DESIGN**. Client recognizes and holds Fishbeck harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
- 13. **INSURANCE.** Client shall cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Client which are applicable to the Project. Client shall also provide workers' compensation insurance for Client's employees. Client agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.

Client shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

- 14. **INDEMNIFICATION.** Fishbeck will defend, indemnify, and hold Client harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures to the extent caused by Fishbeck's negligence or willful misconduct. Client agrees to defend, indemnify, and hold Fishbeck harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by Fishbeck's performance of services hereunder, except for injury or loss to the extent caused by the negligence or willful misconduct of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
- 15. **CONSEQUENTIAL DAMAGES.** Client and Fishbeck waive consequential damages for claims, disputes, or other matters in question relating to this Agreement including, but not limited to, loss of business.
- 16. **LEGAL EXPENSES.** If either Client or Fishbeck makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck's reasonable collection expenses including attorney fees.
- 17. **OWNERSHIP OF WORK PRODUCT.** Fishbeck shall remain the owner of all drawings, reports, and other material provided to Client, whether in hard copy or electronic media form. Client shall be authorized to use the copies provided by Fishbeck only in connection with the Project. Any other use or reuse by Client or others for any purpose whatsoever shall be at Client's risk and full legal responsibility, without liability to Fishbeck. Client shall defend, indemnify, and hold harmless Fishbeck from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
- 18. **ELECTRONIC MEDIA.** Data, reports, drawings, specifications, and other material and deliverables may be transmitted to Client in either hard copy, digital, or both formats. If transmitted electronically, and a discrepancy or conflict with the electronically transmitted version occurs, the hard copy in Fishbeck's files used to create the digital version shall govern. If a hard copy does not exist, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
- 19. **GENERAL CONSIDERATIONS.** Client and Fishbeck each are hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Fishbeck shall assign this Agreement without the written consent of the other.

Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed by the law of the principal place of business of Fishbeck.

This Agreement constitutes the entire agreement between Client and Fishbeck and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

End of Terms and Conditions for Professional Services



The Village of Parma Local Development Finance Authority Served By The Enterprise Group of Jackson, Inc.

2023 End of Year Report

The Enterprise Group of Jackson, Inc. has contracted to serve as support staff for the Parma-Sandstone Local Development Finance Authority (PLDFA) during 2023. The adopted 2023 Scope of Work for the PLDFA includes the following:

- Sell at least one parcel in Certified Business Park (CBP) ongoing effort:
 - a. The Enterprise Group staff applied for the MEDC strategic site readiness program on behalf of the PLDFA through partnership with Terry Bridges.
 - b. The Parma-Sandstone LDFA property is included on The EG and the Greater Ann Arbor Region/Zoom Prospector Web sites. EG Staff received 40 inquiries through October 31, 2023, several of which were requests for information (RFI's) from the Michigan Development Corporation. In addition, EG Staff has promoted the property to several local companies who are seeking property for relocation/expansions.
- Market property by using the Developers packet and other resources (Business Success Retention-Growth Visits, Greater Ann Arbor Region [GAAR], EG social media venues, attendance at Site Selector Conferences, etc.). The Developer's packet and other resources are posted on the PLDFA Partner Page on The Enterprise Group's Web site, and the GAAR Web site:
 - a. The Parma LDFA staff continues to market the property on The Enterprise Group of Jackson's website at www.enterprisegroup.org, which includes the developer's packet, and aerial and concept maps on the PLDFA partner page that can be found at: http://enterprisegroup.org/partners/pldfa/.
 - b. The EG continues to utilize the Zoom Prospector property database with our Region 9 partners; Hillsdale, Lenawee, Livingston, Monroe and Washtenaw counties. With a grant funded by the Michigan Economic Development Corporation (MEDC), the Greater Ann Arbor Region (GAAR) is working collaboratively to target businesses that are seeking a destination for relocation or expansion, which has spurred the regional web site www.GreaterAnnArborRegion.org, and also includes a suite of research data, regional success stories, an available property database through Zoom Prospector, and other tools that businesses can use to evaluate location options.
 - c. EG social media posts and email promo blasts occur on a weekly basis to promote local and regional successes.
 - d. EG outreach in 2023 included: Business Success Retention-Growth Visits, EG Investor events and PTAC Trainings and Workshops.
 - e. Staff conducted several Retention Visits with companies throughout the year, as well as attended GAAR meetings.
 - Staff attended Site Selectors Conference in June 2023.
- Amend the TIF and Development Plan, when additional changes are needed, and coordinate finalization of the project:
 - a. At the October meeting, it was approved to use the budgeted \$160,000 to be used to replace the pumps at the MACI lift station.



The Village of Parma Local Development Finance Authority

Served By The Enterprise Group of Jackson, Inc.

Develop & present 2024 LDFA Scope of Work & all year-end documentation:

- a. PLDFA Staff provided. Treasurer McDevitt completed the Budget.
- b. PLDFA Staff provided. Treasurer McDevitt ensured that all required reports are filed with the State Treasury Department.

Provide Staff Support:

a. EG Staff continues to call on PLDFA tenants through the Business Success/Retention-Growth Expansion Program. Staff also consulted with township officials regarding potential development projects.

Maintain PLDFA Partner Page on The EG web site:

- a. This is an on-going effort. The Parma LDFA staff continues to market the property on The Enterprise Group of Jackson's website at www.enterprisegroup.org, which includes the developer's packet and aerial and concept maps on the PLDFA partner page that can be found at: http://enterprisegroup.org/partners/pldfa/.
- b. PLDFA staff continues to update the PLDFA Partner Page on The Enterprise Group of Jackson's web site, according to P. A. 57 "Recodified Tax Increment Finance Act". Act 57 does not make substantive changes to the process by which a tax increment entity is established or adopts its development plans and tax increment financing plan. However, Act 57 does make substantive changes in the way a tax increment entity operates, most notably with respect to annual reporting and publication of certain required information, which requires authorities to create a web site that includes several records and documents. There were two P.A. Informational Meetings for 2023 which were held on January 26, 2023 and December 6, 2023.

Prepare and report semi-annually to the County's General Government Committee:

a. The PLDFA is required to report semi-annually at the request of the General Government Committee (formally known as the County Affairs and Agencies Committee). Reports were prepared and presented to the Committee in February and August 2023. PLDFA Members are copied on the email transmitting the reports to the County's committee.

Other activities, as warranted/directed by the Board and/or Chair

a. Keith Acker retired May 2023 and Dwight VanWinkle replaced him as the new Sandstone Charter Township Supervisor and Vice Chair of the PLDFA.



The Village of Parma Local Development Finance Authority Served By The Enterprise Group of Jackson, Inc.

Scope of Work CY 2024

- Sell at least one parcel in the park, which is an ongoing effort.
- Market remaining property by using the Developer's packet and other resources
 (Business Success Retention-Growth Visits, Greater Ann Arbor Region, EG social media
 venues, attendance at Site Selector Conferences, etc.). The Developer's Packet and other
 resources are posted on the PLDFA Partner Page on The Enterprise Group's Web site,
 and the Greater Ann Arbor Region Web site.
- Continue to research road improvements, potential projects, and other infrastructure needs for the park (per TIF and Development Plan), which is an ongoing effort.
- Research and assist PLDFA in applying to grant programs aimed at making the industrial park shovel ready.
- Provide support to the JCBRA Board, EPA, and community as it relates to the Michner Plating Site.
- Develop & present 2025 LDFA Scope of Work & all related year-end documentation.
- Provide staff support.
- Maintain PLDFA Partner Page of The EG web site.
- Assist the Board with visioning for future PLDFA Projects, to include notice and facilitation of semi-annual Informational Meetings in compliance with MI PA 57 of 2018, as amended.
- Assist in preparation of the PLDFA Annual Budget and reports. PLDFA staff will work with PLDFA Accountant/Treasurer to prepare reports in compliance with MI PA 57 of 2018, as amended.
- Prepare and report semi-annually to the County's General Government Committee.
- Other activities, as warranted/directed by the Board and/or Chair.



The Village of Parma Local Development Finance Authority

Served By The Enterprise Group of Jackson, Inc.

MANAGEMENT AGREEMENT 2024

This management agreement establishes the terms of the relationship between The Village of Parma Local Development Finance Authority (PLDFA) and The Enterprise Group of Jackson, Inc. (EG)

On Behalf of the PLDFA, The EG will provide the following services:

- Sell at least one parcel in Park ongoing effort.
- Market remaining property by using the Developer's packet and other resources (Business Success) Retention-Growth Visits, Greater Ann Arbor Region, EG social media venues, attendance at Site Selector Conferences, etc.). The Developer's Packet and other resources are posted on the PLDFA Partner Page on The Enterprise Group's Web site, and on the Greater Ann Arbor Region Web site.
- Continue to research road improvements, potential projects, and other infrastructure needs ongoing effort.
- Research and assist PLDFA in applying to grant programs aimed at making the industrial park shovel ready.
- Provide support to the JCBRA Board, EPA, and community as it relates to the Michner Plating Site.
- Develop & present 2024 LDFA Scope of Work & all related year-end documentation.
- Assist the Board with visioning for future PLDFA Projects, to include notice and facilitation of semiannual Informational Meetings in compliance with MI PA 57 of 2018, as amended.
- Assist in preparation of the PLDFA Annual Budget and reports. PLDFA staff will work with PLDFA Accountant/Treasurer to prepare reports in compliance with MI PA 57 of 2018, as amended.
- Provide staff support.
- Maintain PLDFA Partner Page on The EG web site.
- Prepare and report semi-annually to the General Government Committee.
- Prepare and submit all required reports.
- Other activities, as warranted/directed by the Board and/or Chair.

In return for these services, the PLDFA will pay The EG an annual management fee in the amount of \$30,000 (thirty thousand dollars) payable in equal, semi-annual installments on March 1st, and September 1st. The effective date of this agreement is March 1, 2024 through February 28, 2025.

This agreement was pre-approved by the PLDFA at a meeting on December 6, 2023.

For the PLDFA:		For the EG:	
James Jenkins, Chairman	Date	Tim Rogers President and CEO	Date
Joanne Havican, Secretary	Date		



The Village of Parma Local Development Finance Authority

Served By The Enterprise Group

2023 LDFA BOARD OF DIRECTORS & OFFICERS

Current as of 11/29/2023

Meetings held annually in December/January, unless otherwise called. Appointed members fill 3-year terms, as noted.

James Jenkins, LDFA Chairman &

Village President -(12/31/2025)216 Eastlawn Avenue Parma, MI 49269 517-315-7120 Cell 517-531-5179 Village Fax 517-531-4890 H Jimjenkins5555@gmail.com

Joanne Havican, LDFA Secretary &

Village Clerk – (12/31/2024) Parma, MI 49269 517-531-4785 W 517-531-5179 Village Fax parmaclerk@wowway.biz

Kathy McDevitt, LDFA Treasurer

(not a voting LDFA Board member) 942 E. McDevitt Ave. Jackson, MI 49203 517-358-3528 Cell kbmcdev@hotmail.com

Chris Hendges, Village of Parma (12/31/2023) 10689 W. Michigan Ave. Parma, MI 49269 517-414-3135 Cell hendgeschris@gmail.com

Cheryl Marks, Sandstone Township Trustee - (12/31/2025) 8600 E. Michigan Ave. Parma, MI 49269 517-531-7066 H 517-784-2605 Twp. Fax Cheryl.marks@wsdpanthers.org

Christopher Crisenbery, Sandstone Township (12/31/2023) 4890 N. Sandstone Road Parma, MI 49269 517-789-8010 H 517-206-8622 Cell ccrisenbery@aedesignsolutions.com

Dwight VanWinkle, LDFA Vice

Chairman & Sandstone Township Supervisor (12/31/2025) 402 E. Main Parma, MI 49269 517-474-8919 Cell dwightVanwinkle@gmail.com

Gale Easton - Western School Dist. Bd. Member– (no term limit) 5988 King Road Jackson, MI 49201 517-812-8988 Cell Bgeaston5@comcast.net

Amber Moore, Finance Director, - (no term limit) Western School District 1400 South Dearing Road Parma, MI 49269 517-841-8172 W 517-841-8801 W Fax Amber.moore@wsdpanthers.org

John Globoker, (JCC Rep-no term) Jackson Community College 2111 Emmons Road Jackson, MI 49201 (W) 517.796.8439 globokejohnl@jccmi.edu

Dave Dawson, Village of Parma (12/31/2023) 415 S. Union Parma, MI 49269 517-392-0708 Cell radiodavedawson@gmail.com

Michael Way -County - (no term limit) 120 West Michigan Avenue Jackson, MI 49201 517-768-6621 517-780-4755 Fax waymj54@gmail.com

Andrea Clary, LDFA Staff Alex Masten, LDFA Staff The Enterprise Group of Jackson 100 E. Michigan Avenue, **Suite 1100** Jackson, MI 49201 517-788-4455 W 517-782-0061 W Fax aclary@enterprisegroup.org amasten@enterprisegroup.org

TREASURERS REPORT

SUMMARY OF ACCOUNTS

March 1 - October 31, 2023

	BALANCE 3/1	ACTIVITY	ВА	LANCE 10/31
Huntington Bank County Nat'l - Checking	\$15,464.66 \$145.52	\$8,453.80 \$145.52		\$23,918.46 \$0.00
County Nat'l - Savings	\$17,984.49	\$17,984.49		\$0.00
Michigan Class	\$365,647.98	\$621,307.33		\$986,955.31
TOTAL:	\$ 399,242.65	\$ 611,631.12	\$	1,010,873.77
	REC	EIPTS		
Tax Payments Tax Payments	(Summer Tax) (Winter Tax)	(see bel	\$	81,055.51
	om State of Michigan for		\$	551,981.90
Interest Earned	om otato or imorrigan for	Toddood tax Tovollao	\$	13,239.61
TOTAL RECEIPTS:			\$	646,277.02
	PAID EXPE	ENSES		
Enterprise Group			\$	30,000.00
	ncluding principal and inte	erest (Paid Off)	·	•
Lift Station Upgrad	des		\$	0.00
Professional Fees	s - Audit		\$	4,250.00
Professional Fees	s - Legal (Mika Meyers)		\$	395.00
Marketing			\$	-
Engineering Costs			\$	-
MACI Road Treat	ment		\$	-
Office Supplies			•	
Misc. Fees	UNPAID EXPE	ENCEC	\$	-
Spring Arbor for li	_	ENSES	\$	160,000.00
Treasurer Fee	it station pump		φ \$	1,600.00
Parma Village - Ann	ual Support		\$	1,800.00
Office Supplies - Po			\$	4.06
Professional Fees			\$	251.50
Audit Consulting	,		\$	1,800.00
TOTAL EXPENDITURES:			\$	200,100.56
* Uncollected Win	ter Taxes - Estimated		\$	25,000.00
REVENUE IN EX	CESS OF EXPENSES:		\$	471,176.46
	**	DA1 4110=		* * * * * * * * * * * * * * * * * * * *

2002A Village of Parma Bonds were refinanced on May 30, 2012. 2012 Jackson County Refunding Bond issued May 30, 2012. 2012 Bond Issue was paid in full in 2021.

BALANCE:

\$0.00

\$0.00

BOND PAYMENT

VILLAGE OF PARMA LDFA

REVISED BUDGET

Fiscal Year ending February 29, 2024

REVENUES:	ORIGINAL		REVISED	
Summer Tax	120,000.00	*	81,055.51	
Winter Tax	32,000.00	* (25,000.00	*Estimate
Reimbursement from St of Mich	485,000.00	9	551,981.90	
Interest	10,000.00		30,000.00	*Estimate
TOTAL REVENUES:	647,000.00		688,037.41	
EXPENDITURES				
Enterprise Group	30,000.00		30,000.00	
Parma Village Support	1,800.00		1,800.00	
Professional Fees - Audit	4,250.00		4,250.00	
Consultant Fee - Accounting Services	1,800.00		1,800.00	
Professional Fees - Legal	5,000.00		646.50	
Engineering Costs	25,000.00			
Lift Station Upgrades	160,000.00		160,000.00	
Contingency	3,000.00			
Marketing	1,000.00			
Bank Fee	-			
Treasurer Fee	1,600.00		1,600.00	
Office Supplies	25.00		4.06	
Misc. Expense	100.00		-	
Proposed 2024 Surplus Distribution	500,000.00		500,000.00	
TOTAL	733,575.00		700,100.56	
Estimated Surplus (Shortage)	(86,575.00)		(12,063.15))

^{*} Estimate based on actual through 10/31/23 and anticipated through 2/29/2024.

VILLAGE OF PARMA LDFA

BUDGET

Fiscal Year ending February 28, 2025

REVENUES:

Summer Tax	75,000.00 *
Winter Tax	25,000.00 *
Reimbursement from St of Mich	550,000.00 *
Interest	30,000.00

TOTAL REVENUES: 680,000.00

EXPENDITURES

Enterprise Group	30,000.00
Parma Village Support	1,800.00
Professional Fees - Audit	4,250.00
Consultant Fee - Accounting Services	1,800.00
Professional Fees - Legal	5,000.00
Engineering Costs	25,000.00
Lift Station Upgrades	
Contingency	3,000.00
Marketing	1,000.00
Bank Fee	-
Treasurer Fee	1,600.00
Office Supplies	25.00
Misc. Expense	100.00
Proposed 2024 Surplus Distribution	500,000.00

TOTAL: 573,575.00

Estimated Surplus (Shortage) 106,425.00

^{*} Estimate based on land and buildings only and amounts collected in 2023