

APPLICATION FOR SITE PLAN REVIEW
ARTICLE VIII (B) SITE PLAN REVIEW FOR EXISTING STRUCTURES
 Complete the application and submit along with all other prerequisites listed below to:

Galesburg City Clerk
 200 E. Michigan Ave.
 Galesburg MI 49053

Phone(269) 665-7000
 Fax (269) 665-4541
www.galesburgcity.org

Last Name _____ First _____ Middle I. _____

Home Address: _____ Phone _____

Number _____ Street _____ City _____ State _____ Zip _____

Location of Business Property for which Permit is Requested: _____ Business Name _____

Street Address _____ Business Phone _____

Intended Use/Nature of Business _____ Former Use/Nature of Business _____

Current Zoning District _____ Is proposed use compliant with current zoning district?

Yes No

Will the intended use require modification, of any kind, to the existing structure or property? Yes No

If yes, are there any plans for modification/ renovation or alteration?

Yes No

Check all boxes that describe plans for modification/ renovation or alteration to the existing structure or property,

- | | | | |
|-------------------------------------|-------------------------------------|--|--------------------------------|
| <input type="checkbox"/> Painting | <input type="checkbox"/> Mechanical | <input type="checkbox"/> Landscaping/Buffering | <input type="checkbox"/> Other |
| <input type="checkbox"/> Flooring | <input type="checkbox"/> Plumbing | <input type="checkbox"/> Roofing | |
| <input type="checkbox"/> Electrical | <input type="checkbox"/> Structural | <input type="checkbox"/> Windows | |

APPLICANT SIGNATURE _____ DATE _____

1. A FEE OF \$ _____ (ADOPTED BY GALESBURG CITY COUNCIL ON _____)

2. SITE PLAN - FLOOR PLAN/FOOT PRINT OF ALL EXISTING STRUCTURES ON THE PROPERTY CONTAINING THE FOLLOWING DATA:

- IT SHALL BE OF A SCALE NOT GREATER THAN ONE INCH EQUALS TWENTY (20) FEET NOR SMALLER THAN ONE INCH EQUALS TWO HUNDRED (200) FEET AND OF SUCH ACCURACY THAT THE PLANNING COMMISSION CAN READILY INTERPRET THE PLAN.
- IT SHALL SHOW AN APPROPRIATE DESCRIPTIVE LEGEND.
- A VICINITY MAP SHOWING THE LOCATION OF THE SITE IN RELATION TO THE SURROUNDING STREET SYSTEM.
- IT SHALL IDENTIFY SUBJECT PROPERTY BY LOT LINES AND LOCATIONS, INCLUDING DIMENSIONS, ANGLES AND SIZE, CORRELATED WITH THE LEGAL DESCRIPTION OF SAID PROPERTY
- IT SHALL SHOW EXISTING MANMADE FEATURES ON AND WITHIN 100 FEET OF THE SITE AND THE USES AND ZONING OF ADJACENT PROPERTIES.
- IT SHALL SHOW STREETS, DRIVEWAYS, SIDEWALKS AND OTHER VEHICULAR AND PEDESTRIAN CIRCULATION FEATURES WITHIN AND ADJACENT TO THE SITE, AS WELL AS PROPOSED OCCUPANCY LOAD.
- IT SHALL SHOW THE PROPOSED LOCATION, USE AND SIZE OF OPEN SPACES AND THE LOCATION OF ANY LANDSCAPING, SCREENING, FENCES OR WALLS ON THE SITE. ANY PROPOSED ALTERATIONS TO THE TOPOGRAPHY AND OTHER NATURAL FEATURES SHALL BE INDICATED.
- ANY OTHER INFORMATION DEEMED NECESSARY BY THE PLANNING COMMISSION

**RESOLUTION 120709-01
RESOLVED BY THE CITY COUNCIL OF THE
CITY OF GALESBURG**

At a regularly scheduled meeting of the Galesburg City Council held on Monday, December 7, 2009, at 7:00 P.M. with Councilmembers Garrett, Jackson, Kissinger, Nicolow, VanNess, Yingling, Allen present, and none absent, the following resolution was offered by Councilmember Kissinger; and supported by Councilmember Jackson.

WHEREAS, the Galesburg City Council, on Monday, November 2, 2009 adopted an amendment to the Galesburg Code of Ordinances that will provide an amended process for Site Plan Review of existing structures for businesses moving into the City to occupy a pre-owned building; and

WHEREAS, the new site plan review procedure for existing structures requires applicants to file an application with the City Clerk and to pay a fee for processing of said application for site plan review of existing structures.

NOW, THEREFORE, BE IT RESOLVED that the attached application for site plan review of existing structures is hereby approved and the associated non-refundable fee is set at \$50.00 per application.

Motion by Councilmember Kissinger; and supported by Councilmember Jackson ; to place an affirmative roll call vote on the resolution approving the application for site plan review of existing structures and the attendant fee in the amount of \$50.00:

Motion approved by the following vote:

YEAS: Councilmembers Garrett, Jackson, Kissinger, Nicolow, VanNess, Yingling, Allen

NAYS: .None

ABSENT: None

**City of Galesburg
Environmental Checklist**

This checklist has been designed to assist businesses and developers in identifying and complying with state, county and local environmental permits and requirements. Please note that this checklist generally pertains only to state, county and local environmental permits. Additional permits and approvals may be required from the City of Galesburg or other government agencies. This form must be completed and returned to the City when a site plan is submitted.

This checklist is not a permit application form; businesses are responsible for obtaining information and permit application forms from the appropriate government offices. Compliance and proper registration with applicable state, county and local requirements is required for site plan approval in the City of Galesburg. The City will forward a copy of this form to the Galesburg/Charleston Fire Authority.

Name of Business: _____

Property Address: _____

Name of Business Owner: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Fax: _____

Email address: _____

Business Manager / Operator: _____

Type of Business (type of activities to be carried out at the proposed business-- include all processes and operations): _____

I affirm that the information submitted in this form is accurate.

Owner's Signature: _____

Date: _____

Circle
Applicable

- | | | |
|---|---|---|
| 1. Does the project involve renovating or demolishing all or portions of a building? | Y | N |
| 2. Does the existing building (if applicable) contain asbestos? | Y | N |
| 3. Are there wetlands present on the property? | Y | N |
| 4. Has a wetlands determination been made? | Y | N |
| 5. Is the property within the 100-year flood plain? | Y | N |
| 6. Does the project involve any work (dredging, filling, draining, construction, etc.) in, across or under:
○ river, stream, creek, ditch, drain, lake, pond or swamp; or
○ wetlands; or
○ floodplain (i.e. an area that may have or has ever had standing or flowing water)? | Y | N |
| 7. Does the project involve any earth change activity, including the disturbance of the natural cover, within 500 feet of a lake or stream? | Y | N |
| 8. Will the project change the natural cover or change the natural land topography (including cut and fill), or otherwise disturb an area greater than one acre in size? | Y | N |
| 9. Does the project involve construction which will disturb five or more acres? | Y | N |
| 10. Does the project involve any clearing, grading or earth moving in a public road right-of-way? | Y | N |
| 11. Does the project involve new curb cuts or improved access to a public road? | Y | N |
| 12. Has the on-site retention of all storm water runoff been provided? | Y | N |
| 13. Does the project discharge storm water runoff off site? If Yes, where?
○ Third party
○ County drain
○ Galesburg storm sewer system
○ Lake, river or stream
○ Wetland
○ Other (please specify) _____ | Y | N |
| 14. Are stream, drain and lake edges to be protected with natural vegetative buffer strips; are protective buffer strips 20-feet in width or greater? <i>(Note: Site conditions such as slope angle, slope length and soil type may need greater widths for adequate environmental protection.)</i> | Y | N |
| 15. Has pre-treatment been provided for storm water discharges? | Y | N |
| 16. Have design provisions been made to accommodate periodic access of heavy equipment needed for regular maintenance of the storm water management system? | Y | N |
| 17. Does the project involve the discharge of any type of wastewater or cooling water (including air conditioning) to a storm sewer, drain, lake, stream, or other surface water? | Y | N |

Circle
Applicable

18. Does or will the property contain a water well? If yes, please identify the type of well and the number (if known): _____ Y N
- single family well(s); _____ active _____ abandoned _____ sealed/closed wells
 - multi-family or multi-unit water well system, or a facility (such as a factory or restaurant) which serves a large number of employees/customers; _____ active _____ abandoned _____ sealed/closed wells
 - irrigation well(s) _____ active _____ abandoned _____ sealed/closed wells
 - monitoring well(s) _____ active _____ abandoned _____ sealed/closed wells
19. Does the project involve the installation, connection or alteration of any sanitary waste collection or connection to a public sanitary sewer line? Y N
20. Does the project involve construction or alteration of the community water system or extension of a public water main or the addition, removal or relocation of a fire hydrant? Y N
21. Will the project or facility discharge anything other than sanitary waste to the municipal sewer? Y N
22. Does the project have floor drains? If yes, to which system will they be connected? (*Note: Floor drains are not allowed to be connected to a storm sewer/drain, drywell, leaching basin, or septic system.*) Y N
- sanitary sewer;
 - on-site holding tanks;
 - state approved discharge system; or
 - other (please specify) _____
23. Does the project involve the generation of large quantities of dust? Y N
24. Does the project involve the discharge of liquids, sludge, wastewater and/or wastewater residuals into or onto the ground? Y N
25. Does the project involve the on-site reuse, treatment, storage or disposal of hazardous waste? Y N
26. Is the project site to be used for asphalt emulsion, cement manufacturing, feedlots, fertilizer manufacturing, petroleum refining, phosphate manufacturing, steam electric, or coal or mineral mining, processing or dressing? Y N
27. Does the project involve burning, landfilling, transferring or processing of any type of solid non-hazardous wastes on site? Y N
28. Does the project involve installation, construction, reconstruction, relocation, or alteration of any process or process equipment (including air pollution control equipment) which has the potential to emit air contaminants? Y N
29. Does the project involve transport of the contents of a holding tank, special waste or the transport of hazardous or non-hazardous liquid industrial waste? Y N
30. Does the site use storage tanks for holding petroleum products or other hazardous chemicals? If yes, are the tanks: Y N
- Underground Storage Tank(s) _____ Quantity _____ Capacity
 - Above Ground Storage Tank(s) _____ Quantity _____ Capacity

Circle
Applicable

31. Does the project involve a facility for the storage or mixing of agricultural chemicals, or the storage or handling of agricultural manure? Y N
32. Does the project involve the storage of other chemicals, petroleum products or salt on the property? Y N
33. Does evidence exist that the project site is, or may be affected by environmental contamination from previous activities?
 - If yes, has an Environmental Survey been completed for the project site? Y N
Contact your legal advisor.—An Environmental Survey can identify the need to conduct a Phase I Environmental Site Assessment for purposes of environmental liability protection. Y N
34. Does any portion of the site fall under MI Part 201 of PA 451 1994, "Michigan Sites of Environmental Contamination"? Y N
35. Is any portion of the site subject to corrective action under the MI "Leaking Underground Storage Tank Program"? Y N
36. Are you or the site owner currently involved in any compliance discussion with the Office of the Attorney General regarding this project or any other facilities under your ownership? Y N

Please list hazardous substances (see definition), hazardous waste, industrial waste, oil, or salt products expected to be used, stored, generated, or recycled on site, or transported to/from site. Quantities should reflect maximum volumes on site at any one time. Attach Material Safety Data Sheets for each chemical or provide on computer disc. Attach additional pages if necessary.

	Chemical Common or Trade Name	Chemical Components	Form*	Maximum Quantity	Storage**
1					
2					
3					
4					

*Form: L = Liquid; PL = Pressurized Liquid; PG = Pressurized Gas; S = Solid

**Storage: AST = Above-ground Storage Tank; UST = Underground Storage Tank;
 PT = Portable Tank D = Drum; WC = Wooden Container; O = Other (specify)

STORMWATER STANDARD 1: WATER QUALITY TREATMENT VOLUME WORKSHEET

Option 1: Based on Volume Calculation

Applies to all development/re-development sites and parking lots	
Developer must treat first 1-inch of stormwater runoff to remove 80% of total suspended solids (TSS) and any other identified pollutant of concern. One-inch of runoff also equals the 90% non-exceedance storm, based on the closest weather station (Gull Lake).	
1. Calculate the <i>volume</i> of one inch of stormwater runoff, multiply area contributing runoff (ft ² by 1/12 foot (0.083).	Result
	ft ³
2. List and provide a Figure showing the locations of all proposed BMPs to meet the Water Quality Treatment Volume.	BMP Treatment Volume (ft ³)
Constructed Wetlands	
Wet Ponds/Retention Basins	
Extended Detention / Dry Pond	
Vegetated Filter Strip	
Vegetated Filter Swale	
Constructed Filters	
Vegetated Roofs	
Other (List)	
Total Treatment Volume (ft³):	
If Treatment Volume ≥ 1-inch volume for the project site, Stormwater Standard 1 is met.	
3. A signed Stormwater Best Management Practices Operations & Maintenance Agreement between the City and the Landowner or Designee is required (City Form provided).	
PROJECT NAME:	
PROJECT ADDRESS:	DATE:

STORMWATER STANDARD 1: WATER QUALITY TREATMENT VOLUME WORKSHEET

Option 2: Based on Flow-Rate Calculation (MTD)

Applies to all development/re-development sites and parking lots

Result

The Rational Method Equation will be used to calculate BMP design flow rates: $Wq = CIA$, where
 C = Runoff Coefficient; I = Rainfall Intensity (inches per hour); A = Drainage Area (Acres)

1. Calculate Area (A) of the site in square feet and divide by 43,560 ft². acres

2. Rainfall intensity (I) in inches/hour by using 1.44 inches/hour (1-year/30 minute storm). 1.44 inches/hour

3. Calculate Runoff Coefficient by using a weighted average that is based on the appropriate percentage of different surface types existing at the site. Runoff Coefficient ranges for various ground cover are shown in table below.

4. Use the Rational Method Equation: $Wq = \text{Area (acres)} \times 1.44 \text{ inches/hour} \times \text{Runoff Coefficient} =$ ft³/sec
(treatment rate)

Simplified Table of Rational Method Runoff Coefficients (C)

Runoff Coefficient, c

Surface Cover	Runoff Coefficient, c
Lawns	0.1
Forest	0.15
Cultivated land/gardens	0.25
Meadow	0.3
Asphalt Streets and parking lots	0.9
Brick Streets	0.8
Roofs	0.9
Concrete street and parking lots	0.9

5. List and provide a Figure showing the locations of all proposed BMPs to meet the Water Quality Treatment Volume. BMP
Treatment Rate (ft³/sec)

Manufactured Treatment Device (MTD) (e.g. Hydrodynamic Separators)[See MTD WORKSHEET]

Other (List)

Total Treatment Rate (ft³/sec):

If MTD Certified Treatment Rate \geq Calculated Rate for the project site, Stormwater Standard 1 is met.

6. A signed Stormwater Best Management Practices Operations & Maintenance Agreement between the City and the Landowner or Designee is required (City Form provided).

PROJECT NAME:

PROJECT ADDRESS:

DATE:

MANUFACTURED TREATMENT DEVICE WORKSHEET

Applies to all projects that propose to use Manufactured Treatment Devices (MTDs).	
1. All MTDs must be verified by the New Jersey Corporation for Advance Technology (NJCAT) and certified by the New Jersey Department of Environmental Protection (NJDEP)	
2. The NJDEP 50% Certified TSS Removal Rate approximates 80% TSS reduction for the Kalamazoo area (the required TSS removal rate)	
3. All MTDs are based on treatment flow rates. The required MTD flow rate will be determined by the completion of the Stormwater Standard 1: Water Quality Treatment Volume Worksheet.	
4. The MTDs shall be designed to treat 100% of the flow without bypass at the calculated water quality treatment flow rate.	
5. The storm pipe shall be designed at a 10-year storm event	
6. The MTD shall have the capacity to handle the design 10-year storm pipe flows without losing floatables or sediment.	
7. MTD Selection Details	Result
Selected MTD Manufacturer(s)	
Selected MTD Manufacturer Model(s)	
Selected MTD Water Quality Treatment Flow Rate(s) (cfs)	
Cumulative MTD Water Treatment Flow Rate	
Total BMP Treatment Flow Rate from Water Quality Volume Worksheet	
Required Water Quality Treatment Volume from Water Quality Volume Worksheet	
NJDEQ Certified Flow Rate for selected manufacturer and model selection	
8. A signed Stormwater Best Management Practices Operations & Maintenance Agreement between the City and the Landowner or Designee is required (City Form provided).	
PROJECT NAME:	
PROJECT ADDRESS:	DATE:

STORMWATER STANDARD 2: CHANNEL PROTECTION VOLUME WORKSHEET

Applies to all development/re-development sites and parking lots	
	Result
1. Calculate pre-development stormwater runoff volume.	ft ³
2. Calculate post-development stormwater runoff volume.	ft ³
3. Difference in pre and post development stormwater runoff volume.	ft ³
If post-development stormwater runoff volume is ≤ pre-development stormwater runoff volume, Stormwater Standard 2 is met (#4 and #5 below are not necessary)	
If post-development stormwater runoff volume is > pre-development stormwater runoff volume, appropriate controls/BMPs or site design changes have to be implemented to make post-development runoff volume and rate ≤ the site pre-development levels for all storms up to the 2-year, 24-hour event, or 2.37 inches.	
4. Calculate the <i>volume</i> of 2.37 inches of stormwater runoff by multiplying area contributing runoff (ft ²) by 0.2 feet	ft ³
5. List and provide a Figure showing the locations of all proposed BMPs to meet the Channel Protection Volume.	BMP Treatment Volume (ft³)
Bioretention (e.g. rain gardens)	
Vegetated Filter Strip	
Vegetated Filter Swale	
Vegetated Roofs	
Infiltration Basin	
Infiltration Trench	
Subsurface Infiltration Bed	
Dry Well	
Pervious Pavement	
Capture/Reuse	
Other (List)	
Total Protection Volume (ft³):	
If Protection Volume ≥ 2.37 inches for the project site, Stormwater Standard 2 is met.	
6. A signed Stormwater Best Management Practices Operations & Maintenance Agreement between the City and the Landowner or Designee is required (City Form provided).	
PROJECT NAME:	
PROJECT ADDRESS:	DATE:

**STORMWATER BEST MANAGEMENT PRACTICES
OPERATIONS & MAINTENANCE AGREEMENT**

THIS AGREEMENT, effective _____, 20__, between the City of Galesburg, a Michigan municipal corporation, whose address is 200 E. Michigan Avenue, Galesburg, Michigan 49053 (City) and _____, [status of landowner; i.e. individual(s) or companies] whose address is _____ (Landowner).

Recitals:

- A. The City is regulated under the U.S. Environmental Protection Agency's (EPA) Phase II Stormwater Program since it has a municipal separate storm sewer system (identified in the Performance Standards as MS4). Therefore, the City is required to have a National Pollutant Discharge Elimination System (NPDES) Permit for its discharge of stormwater. The Michigan Department of Environmental Quality (MDEQ) administers the NPDES permit program for the State of Michigan (33 U.S.C. 1251 et seq., P.L. 92-500, 95-217) under Part 31, Water Resources Protection, of Michigan's "Natural Resources and Environmental Protection Act", 1994 PA 451 (NREPA).
- B. Landowner owns real estate in the City at _____, Galesburg, MI 490__ - Parcel No(s) _____ - and which is more specifically described in Exhibit A (Property).
- C. Landowner uses the Property for multi-family residential, commercial, industrial purposes, or a combination of those uses. Landowner is making improvements to the Property that requires approval under the City's Site Plan Review process, or is modifying the existing stormwater discharge system on the Property that either impacts the City's system or the retention of stormwater on the Property. As a result of those uses, improvements or modifications, Landowner agrees: (i) to install and maintain stormwater best management practices (BMPs) on the Property in accordance with approved plans and conditions; and (ii) to ensure that the BMPs continue serving the intended function in perpetuity.
- D. Before signing this Agreement the Landowner, including its representatives, contractors or agents, has reviewed or had the opportunity to review the Performance Standards, work sheets or other documents maintained by the City relating to the City's regulation of its Stormwater Program and this Agreement.

THEREFORE, in consideration of the above recitals and the covenants, conditions, and restrictions stated below, the parties agree as follows:

1. Recitals. The above recitals are acknowledged as true and correct, and are incorporated by reference into this paragraph.
2. Installation and Maintenance. Landowner is solely responsible for the installation, maintenance and repair of the stormwater BMPs.
3. Inspections and Repairs. Landowner shall regularly inspect, maintain, repair or replace the private stormwater BMPs consistent with the Manufactured Treatment Device (identified in the Performance Standards as MTD) as recommended by the manufacturer, and those recommendations provided in the "Low Impact Development Manual for Michigan – A Design Guide for Implementers and Reviewers" (Southeast Michigan Council of Governments and MDEQ, 2008), and "Michigan Nonpoint Source Best Management Practices Manual" (MDEQ, 2014).
4. Submittal of Reports. Landowner shall annually submit a report to the City – on the form provided by the City – regarding stormwater BMPs Operation & Maintenance for each of the MTDs and other BMPs. Landowner shall deliver the report to the City's Clerk either by mail to 200 E. Michigan Avenue, Galesburg, MI 49053, via fax at 269-665-4541, or via e-mail to the current clerk, clerk@galesburgcity.org, within 30 calendar days of the inspection date.
5. Modifications to the Stormwater System. Landowner shall contact the City for approval prior to any design modifications to the stormwater treatment and/or conveyance system on the Property.
6. City's Access to the Property. Landowner, its successors and assigns, hereby grants the City, its authorized agents and employees, the right to enter upon the Property to inspect the stormwater BMPs whenever the City reasonably considers an inspection necessary in carrying out the intent and purpose of this Agreement. For example, an inspection may occur: (i) to follow-up on reported deficiencies in Landowner's exercise of stormwater BMPs; or (ii) to address lack of submitted documentation Landlord is required to submit to the City; or (iii) to respond to citizen complaints. The City shall provide Landowner with copies of the inspection findings, including any directive to perform maintenance, repairs or replacements, if necessary, to the stormwater conveyance system on the Property.
7. Default by Landowner/Remedies. If Landowner fails to maintain the stormwater BMPs and associated stormwater conveyance system in good working condition acceptable to the city, the City may enter upon the Property and take whatever steps necessary to correct deficiencies, including those identified in the inspection report. Landowner is responsible to pay the costs the City incurred for those repairs. The City will provide an itemized list of the repairs in an invoice to Landowner, which is due within 30 days of the date on the invoice. To secure any

amount owed by Landowner to the City under this Paragraph, the City has the right to place a lien against the Property in the same manner as delinquent taxes, including accruing interest, penalties and administrative expenses until the lien is fully satisfied.

It is expressly understood and agreed that the City is under no obligation to routinely inspect, maintain or repair the stormwater BMPs or stormwater conveyance system; and in no event shall this Agreement be construed to impose those obligations on the City.

8. No Liability of the City. This Agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to hold the City harmless from any liability if the stormwater BMPs and/or stormwater conveyance system failure to operate properly.
9. Compliance with other Laws. This Agreement does not replace or change the requirements of the Landowner to comply with all other applicable federal, state and local laws, rules and regulations; specifically including, without limitation, Chapter 75 of the Code of Ordinances (Stormwater Management).
10. Binding Effect/Third Parties. This Agreement is binding on and shall inure to the benefit of the parties to this Agreement and their respective successors. Neither party may assign this Agreement without the prior written consent of the other party. The parties do not intend to confer any benefits on any person, firm, corporation, or other entity which is not party to this Agreement.
11. Governing Law. This Agreement is governed under applicable Michigan law. Both parties had the assistance of or the opportunity to seek legal counsel regarding the signing of this Agreement. Therefore, no construction or ambiguity of this Agreement is resolved against either party.
12. Waiver. A party does not waive any of its rights under this Agreement if that party fails to complain about an act or omission by the other party, no matter the duration of that act or omission. And a waiver by either party, whether expressed or implied, of any breach of a provision in this Agreement is not considered a waiver or consent to any subsequent breach of this same or other provision.
13. Exhibits. This Agreement includes the following exhibits Landowner agrees to provide:
 - Exhibit A: Legal description of the real estate for which this Agreement applies ("Property").
 - Exhibit B: Location map(s) showing a location of the Property and an accurate location of each stormwater BMP affected by this Agreement.
 - Exhibit C: A List of all stormwater BMPs, including Manufacturer, Model, and locational reference to Exhibit B.

14. Headings. Headings in this Agreement are for convenience only and are not intended to interpret or construe its provisions.
15. Entire Agreement/Counterparts. This Agreement supersedes all agreements previously made between the parties relating to the subject matter. There are no other understandings or agreements between them. The parties may sign this Agreement in counterparts, which together shall comprise a single agreement, and the effective date for which is the date it is signed by both parties.
16. Authorization. Each of the parties represents and warrants to the other that this Agreement and its execution by the individual(s) on its behalf are authorized by the city commission, the board of directors or other governing body or organizational agreement of that party.
17. Definitions. The terms set forth in this Agreement shall have the same meaning as commonly used, except any term that is defined under statutes, ordinances or laws identified above, or any other applicable state statute shall have the meaning set forth under that ordinance, statute or law, including any subsequent amendments.
18. Recording. The City will file this agreement with the Kalamazoo County Register of Deeds.

Dated: _____, 20__

LANDOWNER
[Insert Name(s)]

By:
Its:

Dated: _____, 20__

CITY OF GALESBURG

By:
Its: City Mayor

Prepared By:
City of Galesburg
200 E. Michigan Avenue
Galesburg, MI 49053
(269) 665-7000
11/09/17