

**CHARTER TOWNSHIP OF VAN BUREN BOARD OF TRUSTEES  
DECEMBER 14, 2015 WORK STUDY MEETING, TENTATIVE AGENDA**

**ROLL CALL:**

Supervisor Combs	_____	Trustee McClanahan	_____
Clerk Wright	_____	Trustee Miller	_____
Treasurer Budd	_____	Engineer Nummer	_____
Trustee Hart	_____	Attorney McCauley	_____
Trustee Jahr	_____	Secretary Montgomery	_____

**UNFINISHED BUSINESS:**

**NEW BUSINESS:**

1. To consider granting approval of the Stormwater Maintenance Agreement with Costco Wholesale at 5860 Belleville Rd.
2. To consider granting approval of the Stormwater Maintenance Agreement with Belleville Commercial at 10705 Belleville Rd.

**PUBLIC COMMENT:**

**ADJOURNMENT:**

**CLOSED SESSION:** To discuss on-going Michigan Association of Fire Fighters (MAFF) union negotiations.

**ADJOURNMENT:**

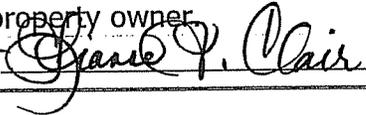
# Charter Township of Van Buren

## REQUEST FOR BOARD ACTION

Agenda Item: \_\_\_\_\_

Work Study Date: 12/14/15  
Board Meeting: 12/15/15

Consent Agenda \_\_\_\_\_ New Business X Unfinished Business: \_\_\_\_\_ Public Hearing \_\_\_\_\_

<b>ITEM (SUBJECT)</b>	Granting approval of the Stormwater Maintenance Agreement with Costco Wholesale at 5860 Belleville
<b>DEPARTMENT</b>	Planning
<b>PRESENTER</b>	Matthew R. Best, Deputy Director of Planning and Economic Development
<b>PHONE NUMBER</b>	(734) 699-8913
<b>INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)</b>	
<b>Agenda topic</b>	
<b>ACTION REQUESTED</b>	Granting approval of the Stormwater Maintenance Agreement with Costco Wholesale at 5860 Belleville and authorize the Supervisor or her designee to sign the permit.
<b>BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)</b>	This agreement designates that the property owner will be responsible for and maintain the stormwater facilities on the property at 5860 Belleville
<b>BUDGET IMPLICATION</b>	None
<b>IMPLEMENTATION NEXT STEP</b>	Supervisor or her designee to sign Agreement.
<b>DEPARTMENT RECOMMENDATION</b>	Approval
<b>COMMITTEE/COMMISSION RECOMMENDATION</b>	N/A
<b>ATTORNEY RECOMMENDATION</b>	The document was reviewed by the Township Attorney. (May be subject to Attorney/Client Privilege and not available under FOIA)
<b>ADDITIONAL REMARKS</b>	This is the standard agreement between Van Buren Township and a property owner
<b>APPROVAL OF SUPERVISOR</b>	

**STORM WATER MANAGEMENT SYSTEM  
MAINTENANCE AND REPAIR AGREEMENT**

This Storm Water Management System Maintenance and Repair Agreement (“AGREEMENT”) made and entered into as of \_\_\_\_\_ 2015, by and among the CHARTER TOWNSHIP OF VAN BUREN, a municipal corporation, with principal offices located at 46425 Tyler Road, Van Buren Township, MI 48111, hereafter referred to as the “TOWNSHIP”; and Costco Wholesale Corporation whose principal office is located at 999 Lake Drive, Issaquah, Washington 48111, hereafter referred to as “OWNER”.

**WITNESSETH:**

**WHEREAS**, the OWNER owns a certain real property located at the southwest corner of Belleville Road and Yost Road, in Van Buren Township, Wayne County, Michigan, and described in the legal description attached as Exhibit A; and

**WHEREAS**, the OWNER proposes to develop the property described on Exhibit A as a manufacturing facility and in connection therewith has submitted a storm water management system plan to Wayne County and the TOWNSHIP (“Plan”); and

**WHEREAS**, Wayne County requires that the construction, maintenance and repair responsibilities for any proposed storm water management system to be constructed in Van Buren Township, including the storm water management system to be constructed within the proposed manufacturing facility property as part of the construction and development of the manufacturing facility and connected to the Wayne County storm water management system, be accepted by Van Buren Township; and

**WHEREAS**, the TOWNSHIP has adopted a resolution as required by the Wayne County Office of Public Services to assume jurisdiction of said on-site storm water management system, said jurisdiction having been assumed by the TOWNSHIP at the request of and benefit for the OWNER in order to complete construction of the proposed manufacturing facility and accommodate the OWNER and all future owners of the property and/or manufacturing facility; and

**WHEREAS**, the OWNER wishes to outlet storm drainage from the proposed manufacturing facility property through connection(s) within the property described in Exhibit A, the connection being made by OWNER as shown on Exhibit A. As shown on Exhibit A, attached hereto and made a part hereof by reference, the open ditch connections are hereinafter referred to as the "CONNECTIONS" and the proposed storm water management system to be constructed as part of the proposed manufacturing facility and which will access via the CONNECTIONS is hereinafter referred to as the "FACILITY"; and

**WHEREAS**, the TOWNSHIP has received permit number R 14-282 ("Permit") attached as Exhibit C issued by Wayne County authorizing the construction, operation and maintenance of the OWNER's Plan, CONNECTIONS and FACILITY; and

**WHEREAS**, the TOWNSHIP and OWNER desire to transfer the responsibilities of the Permit from the TOWNSHIP to the OWNER, or OWNERS's successors and assigns, and confirm the terms and conditions of said transfer of responsibilities by this Agreement.

**NOW THEREFORE**, in consideration of the premises, the foregoing recitals fully incorporated into this Agreement and undertakings of the parties set forth in this AGREEMENT, the parties agree as follows:

1. The OWNER shall be responsible for and shall pay all costs related to the construction, operation, maintenance and repair of the FACILITY. The OWNER shall be responsible for all subsequent liabilities and costs for the maintenance, operation, repair and replacement of the FACILITY. The OWNER shall be fully, completely and unconditionally responsible for, shall assume all TOWNSHIP obligations under the Permit and shall pay all costs related to performing the requirements of the Permit and Plan.
2. The TOWNSHIP may enter upon the OWNER's property upon reasonable notice for the purposes of inspecting, repairing and maintaining said storm drainage system and private sewer pipe, in which event the OWNER agrees to pay to the TOWNSHIP all charges and expenses incurred thereon. In the event that the OWNER shall, at any time, fail to carry out the responsibilities specified within this Agreement, and/or in the event of a failure to preserve and/or maintain the FACILITY in reasonable order and condition, TOWNSHIP may serve written notice upon the OWNER setting forth the deficiencies in maintenance and/or preservation along with a demand that the deficiencies be cured within a stated reasonable time period and, if not cured, the TOWNSHIP shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter the Property and perform such obligation or take such corrective measures as reasonably found by the TOWNSHIP to be appropriate or necessary. The cost and expense of making and financing such

actions by the TOWNSHIP, including notices by the TOWNSHIP and actual legal fees incurred by the TOWNSHIP, plus an administrative fee in an amount not to exceed twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by OWNER within thirty (30) days of a billing to the OWNER. All unpaid amounts may be placed on the delinquent tax roll of the TOWNSHIP and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the TOWNSHIP, such costs and expenses may be collected by suit initiated against the OWNER and in such event; the OWNER shall pay all court costs and actual attorney fees incurred by the TOWNSHIP in connection with such suit.

3. The CONNECTIONS shall be designed to restrict its storm water flow capacity to the amount shown on Exhibit A within the FACILITY for the purpose of draining the proposed manufacturing facility in the manner described on Exhibit A.
4. The TOWNSHIP shall assign to the OWNER, its successors and assigns, the revocable Permit executed between the TOWNSHIP and the WAYNE COUNTY OFFICE OF PUBLIC SERVICES authorizing the CONNECTIONS, as shown on Exhibit A, and the OWNER and their successors or assigns shall be bound by said revocable Permit and the conditions of the Storm Water Discharge Permit issued by the Wayne County Department of Public Services and the Storm Sewer Maintenance Schedule as described on Exhibit "B" of this AGREEMENT.
5. In the event that operation, maintenance or repair of the FACILITY within the manufacturing facility becomes necessary, in the opinion of the regulating agencies, and the OWNER or their successors or assigns do not undertake the operation, maintenance or repair of the FACILITY within sixty (60) days after written notice from the regulating agencies, then the OWNER or their successors or assigns shall become responsible for any and all costs to the TOWNSHIP for operation, maintenance or repair of the FACILITY, which costs shall be borne by the OWNER or their successors or assigns.
6. If in the future, Wayne County or any other public agency imposes higher or additional standards or requirements, those additional standards or requirements shall be deemed to automatically become part of the Maintenance and Repair Obligations of OWNER. It is the intention of the Parties that all costs associated with or attributable to the Storm Water Maintenance FACILITY will at all times be paid by the OWNER as OWNER's sole responsibility, cost and expense.
7. The OWNER shall defend, indemnify and save harmless the TOWNSHIP, its employees, agents, servants and elected officials, from any claims, costs, demands, actions, injuries, expenses, attorney fees and damages of any kind or nature whatsoever, fixed or contingent, known or unknown, which occur to property, flooding of lands, personal injury or diminution arising out of or in any way connected with the design, construction, ownership, inspection, maintenance,

repair, operation (or omission in such regard) or use of the FACILITY or CONNECTIONS or the use of the Wayne County storm water management system to drain the FACILITY or the CONNECTIONS, which arise out of carrying storm drainage from the manufacturing facility into the CONNECTIONS, or on account of any damages to the manufacturing facility, flooding of the manufacturing facility or diminution in the use of the CONNECTIONS, or the failure of the OWNER to comply with the requirements of the Permit or Plan or any other obligations of this Agreement.

8. This AGREEMENT shall continue in force for as long as the TOWNSHIP is obligated to the WAYNE COUNTY OFFICE OF PUBLIC SERVICES, and shall run with the land. Further, this AGREEMENT shall be binding on the parties, and their respective successors and assigns.
9. The OWNER shall record this AGREEMENT with the Wayne County Register of Deeds, as an agreement with respect to the retail facility, to ensure that this AGREEMENT shall be binding on the parties, and their successors and assignees in interest until such a time as is described in paragraph 8 above. The OWNER, within thirty (30) days of the execution of this AGREEMENT, shall provide the Township with a copy of this AGREEMENT indicating that it has been filed for recording at the Wayne County Register of Deeds. Should the OWNER fail to timely record this Agreement, the TOWNSHIP may record the Agreement and the OWNER shall pay the costs associated therewith.
10. Failure of the OWNER to timely pay to the TOWNSHIP any amounts due under this Agreement such amounts may be placed on the delinquent tax roll of the TOWNSHIP and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes.
11. In accordance with 1976 PA 453, the parties hereto covenant not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status, and to require a similar covenant on the part of any subcontractor employed in the performance of this AGREEMENT.

{Signatures on the following page}



**TOWNSHIP:**  
CHARTER TOWNSHIP OF VAN BUREN,  
a Michigan Body Public

By: \_\_\_\_\_  
Linda Combs, Supervisor

By: \_\_\_\_\_  
Leon Wright, Clerk, CMC

STATE OF MICHIGAN    )  
                                  ) ss  
COUNTY OF WAYNE    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015,  
by Linda Combs and Leon Wright, the Supervisor and Clerk, respectively, of the Charter  
Township of Van Buren, a Michigan body public, on behalf of said body.

\_\_\_\_\_  
Notary Public, Wayne County, Michigan

My Commission expires: \_\_\_\_\_

**DRAFTED BY AND WHEN  
RECORDED RETURN TO:**

Clerk's Office  
Attn: Leon Wright, Clerk  
Charter Township of Van Buren  
46425 Tyler Road  
Belleville, MI 48111

# Charter Township of Van Buren

## REQUEST FOR BOARD ACTION

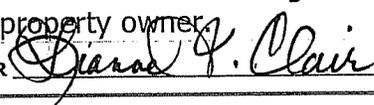
Agenda Item: \_\_\_\_\_

Work Study Date: 12/14/15  
 Board Meeting: 12/15/15

Consent Agenda \_\_\_\_\_ New Business X Unfinished Business: \_\_\_\_\_ Public Hearing \_\_\_\_\_

ITEM (SUBJECT)	Granting approval of the Stormwater Maintenance Agreement with Belleville Commercial at 10705 Belleville
DEPARTMENT	Planning
PRESENTER	Matthew R. Best, Deputy Director of Planning and Economic Development
PHONE NUMBER	(734) 699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

### Agenda topic

ACTION REQUESTED	Granting approval of the Stormwater Maintenance Agreement with Belleville Commercial at 10705 Belleville and authorize the Supervisor or her designee to sign the permit.
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	This agreement designates that the property owner will be responsible for and maintain the stormwater facilities on the property at 10705 Belleville
BUDGET IMPLICATION	None
IMPLEMENTATION NEXT STEP	Supervisor or her designee to sign Agreement.
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	N/A
ATTORNEY RECOMMENDATION	The document was reviewed by the Township Attorney. (May be subject to Attorney/Client Privilege and not available under FOIA)
ADDITIONAL REMARKS	This is the standard agreement between Van Buren Township and a property owner.
APPROVAL OF SUPERVISOR	

**STORM WATER MANAGEMENT SYSTEM  
MAINTENANCE AND REPAIR AGREEMENT**

This Storm Water Management System Maintenance and Repair Agreement (“AGREEMENT”) made and entered into as of November 24, 2015, by and among the CHARTER TOWNSHIP OF VAN BUREN, a municipal corporation, with principal offices located at 46425 Tyler Road, Van Buren Township, MI 48111, hereafter referred to as the “TOWNSHIP”; and BELLEVIEW DEVELOPMENT, LLC, a Michigan limited liability company, whose principal office is located at 30500 Northwestern Highway, Suite 525, Farmington Hills, MI 48334, hereafter referred to as “OWNER”.

**WITNESSETH:**

**WHEREAS**, the OWNER owns certain real property located at 10777, 10795, 10843 & 10889 Belleville Road, in Van Buren Township, Wayne County, Michigan, and described in the legal description attached as Exhibit A; and

**WHEREAS**, the OWNER proposes to develop the property described on Exhibit A as a commercial center and in connection therewith has submitted a storm water management system plan to Wayne County and the TOWNSHIP (“Plan”); and

**WHEREAS**, Wayne County requires that the construction, maintenance and repair responsibilities for any proposed storm water management system to be constructed in Van Buren Township, including the storm water management system to be constructed within the proposed commercial center property as part of the construction and development of the commercial center and connected to the Wayne County storm water management system, be accepted by Van Buren Township; and

**WHEREAS**, the TOWNSHIP has adopted a resolution as required by the Wayne County Office of Public Services to assume jurisdiction of said on-site storm water management system, said jurisdiction having been assumed by the TOWNSHIP at the request of and benefit for the OWNER in order to complete construction of the proposed commercial center and accommodate the OWNER and all future owners of the property and/or commercial center; and

WHEREAS, the OWNER wishes to outlet storm drainage from the proposed commercial center property through connection(s) within the property described in Exhibit A, the connection being made by OWNER as shown on Exhibit A. As shown on Exhibit A, attached hereto and made a part hereof by reference, the open ditch connections are hereinafter referred to as the "CONNECTIONS" and the proposed storm water management system to be constructed as part of the proposed commercial center and which will access via the CONNECTIONS is hereinafter referred to as the "FACILITY"; and

WHEREAS, the TOWNSHIP has received permit number C-48216 ("Permit") attached as Exhibit C issued by Wayne County authorizing the construction, operation and maintenance of the OWNER's Plan, CONNECTIONS and FACILITY; and

WHEREAS, the TOWNSHIP and OWNER desire to transfer the responsibilities of the Permit from the TOWNSHIP to the OWNER, or OWNERS's successors and assigns, and confirm the terms and conditions of said transfer of responsibilities by this Agreement.

NOW THEREFORE, in consideration of the premises, the foregoing recitals fully incorporated into this Agreement and undertakings of the parties set forth in this AGREEMENT, the parties agree as follows:

1. The OWNER shall be responsible for and shall pay all costs related to the construction, operation, maintenance and repair of the FACILITY. The OWNER shall be responsible for all subsequent liabilities and costs for the maintenance, operation, repair and replacement of the FACILITY. The OWNER shall be fully, completely and unconditionally responsible for, shall assume all TOWNSHIP obligations under the Permit and shall pay all costs related to performing the requirements of the Permit and Plan.
2. The TOWNSHIP may enter upon the OWNER's property upon reasonable notice for the purposes of inspecting said storm drainage system and private sewer pipe. In the event that the OWNER shall, at any time, fail to carry out the responsibilities specified within this Agreement, and/or in the event of a failure to preserve and/or maintain the FACILITY in reasonable order and condition, TOWNSHIP may serve written notice upon the OWNER setting forth the deficiencies in maintenance and/or preservation along with a demand that the deficiencies be cured within a stated reasonable time period and, if not cured, the TOWNSHIP shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter the Property and perform such obligation or take such corrective measures as reasonably found by the TOWNSHIP to be appropriate or necessary. The cost and expense of making and financing such actions by the TOWNSHIP, including notices by the TOWNSHIP and actual legal fees incurred by the TOWNSHIP, plus an

administrative fee in an amount not to exceed ten (10%) percent of the total of all such costs and expenses incurred, shall be paid by OWNER within thirty (30) days of a billing to the OWNER. In the discretion of the TOWNSHIP, such costs and expenses may be collected by suit initiated against the OWNER and in such event; the OWNER shall pay all court costs and actual attorney fees incurred by the TOWNSHIP in connection with such suit.

3. The CONNECTIONS shall be designed to restrict its storm water flow capacity to the amount shown on Exhibit A within the FACILITY for the purpose of draining the proposed commercial center in the manner described on Exhibit A.
4. The TOWNSHIP shall assign to the OWNER, its successors and assigns, the revocable Permit executed between the TOWNSHIP and the WAYNE COUNTY OFFICE OF PUBLIC SERVICES authorizing the CONNECTIONS, as shown on Exhibit A, and the OWNER and their successors or assigns shall be bound by said revocable Permit and the conditions of the Storm Water Discharge Permit issued by the Wayne County Department of Public Services and the Storm Sewer Maintenance Schedule as described on Exhibit "B" of this AGREEMENT.
5. In the event that operation, maintenance or repair of the FACILITY within the commercial center becomes necessary, in the opinion of the regulating agencies, and the OWNER or their successors or assigns do not undertake the operation, maintenance or repair of the FACILITY within sixty (60) days after written notice from the regulating agencies, then the OWNER or their successors or assigns shall become responsible for any and all costs to the TOWNSHIP for operation, maintenance or repair of the FACILITY, which costs shall be borne by the OWNER or their successors or assigns.
6. If in the future, Wayne County or any other public agency imposes higher or additional standards or requirements, those additional standards or requirements shall be deemed to automatically become part of the Maintenance and Repair Obligations of OWNER. It is the intention of the Parties that all costs associated with or attributable to the Storm Water Maintenance FACILITY will at all times be paid by the OWNER as OWNER's sole responsibility, cost and expense.
7. The OWNER shall defend, indemnify and save harmless the TOWNSHIP, its employees, agents, servants and elected officials, from any claims, costs, demands, actions, injuries, expenses, attorney fees and damages of any kind or nature whatsoever, fixed or contingent, known or unknown, which occur to property, flooding of lands, personal injury or diminution arising out of or in any way connected with the negligence in the design, construction, inspection, maintenance, repair, operation (or omission in such regard) or use of the FACILITY or CONNECTIONS or the improper use of the Wayne County storm water management system to drain the FACILITY or the CONNECTIONS, which arise out of carrying storm drainage from the commercial center into the CONNECTIONS, or on account of any damages to the commercial center,

flooding of the commercial center or diminution in the use of the CONNECTIONS, all of which are a result of the failure of the OWNER to comply with the requirements of the Permit or Plan or any other obligations of this Agreement.

8. This AGREEMENT shall continue in force for as long as the TOWNSHIP is obligated to the WAYNE COUNTY OFFICE OF PUBLIC SERVICES, and shall run with the land. Further, this AGREEMENT shall be binding on the parties, and their respective successors and assigns.
9. The OWNER shall record this AGREEMENT with the Wayne County Register of Deeds, as an agreement with respect to the commercial facility, to ensure that this AGREEMENT shall be binding on the parties, and their successors and assignees in interest until such a time as is described in paragraph 8 above. The OWNER, within thirty (30) days of the execution of this AGREEMENT, shall provide the Township with a copy of this AGREEMENT indicating that it has been filed for recording at the Wayne County Register of Deeds. Should the OWNER fail to timely record this Agreement, the TOWNSHIP may record the Agreement and the OWNER shall pay the costs associated therewith.
10. Failure of the OWNER to timely pay to the TOWNSHIP any amounts due under this Agreement such amounts may be placed on the delinquent tax roll of the TOWNSHIP and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes.
11. In accordance with 1976 PA 453, the parties hereto covenant not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status, and to require a similar covenant on the part of any subcontractor employed in the performance of this AGREEMENT.

{Signatures on the following page}



**TOWNSHIP:**  
CHARTER TOWNSHIP OF VAN BUREN,  
a Michigan Body Public

By: \_\_\_\_\_  
Linda Combs, Supervisor

By: \_\_\_\_\_  
Leon Wright, Clerk, CMC

STATE OF MICHIGAN    )  
                                  ) ss  
COUNTY OF WAYNE    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by Linda Combs and Leon Wright, the Supervisor and Clerk, respectively, of the Charter Township of Van Buren, a Michigan body public, on behalf of said body.

\_\_\_\_\_  
Notary Public, Wayne County, Michigan

My Commission expires: \_\_\_\_\_

DRAFTED BY AND WHEN  
RECORDED RETURN TO:

Clerk's Office  
Attn: Leon Wright, Clerk  
Charter Township of Van Buren  
46425 Tyler Road  
Belleville, MI 48111