CHARTER TOWNSHIP OF VAN BUREN BOARD OF TRUSTEES
AUGUST 19, 2019 WORK STUDY MEETING 4:00 P.M.
TENTATIVE AGENDA

ROLL CALL:

Supervisor McNamara	_____	Trustee Miller	_____
Clerk Wright	_____	Trustee White	_____
Treasurer Budd	_____	Engineer Potter	_____
Trustee Frazier	_____	Attorney McCauley	_____
Trustee Martin	_____	Secretary Beaudry	_____

UNFINISHED BUSINESS:

NEW BUSINESS:

1. Discussion on Resolution 2019-18: Approving and Authorizing Execution of the 34th District Court Funding Unit Agreement.
2. Discussion on the combination of lots 83-011-01-0047-000 and 83-011-01-0048-000 (Seymour and Troester's Motor City Acres Subdivision).
3. Discussion on Resolution 2019-14: 2019 Tax Rate Request.
4. Discussion on of the re-appointment of Gerald McKelvey to the Water & Sewer Commission with a term to expire on June 1, 2021.
5. Discussion on Resolution 2019-17: Interlocal Agreement Between the Wayne County Airport Authority and the Charter Township of Van Buren.
6. Discussion on Resolution 2019-16: Post-Employment Medical Expense Reimbursement Plan with Burnham & Flower Group, Inc.
7. Discussion on the first reading of Ordinance #08-20-19 to include new provisions for Senior Housing in the Township's Zoning Ordinance and correct other sections of the Ordinance for consistency.
8. Discussion on the selection of Veres Environmental Graphics and Signs (VEGAS) for the design and installation of the Electronic Message Sign at Township Hall for the base bid price of $29,995.
9. Discussion on the selection of Plante Moran Cresa to complete a Recreation Center Feasibility Study in the amount of $52,000.
10. Discussion on the 2020 Suburban Mobility Authority for Reginal Transportation (SMART) contract.
11. Discussion on Resolution 2019-15: Michigan Natural Resources Trust Fund Development Project Agreement.
12. Discussion on the Intergovernmental Agreement with Wayne County and Van Buren Township for French Landing Park improvements.
13. Discussion on the approval of PEA Inc., to provide professional services for the segment of the Iron Belle Trail through Van Buren Township.

PUBLIC COMMENT:

ADJOURNMENT:

Charter Township of Van Buren

Agenda Item: 1

WORK STUDY
DATE: AUGUST 19, 2019
BOARD MEETING
DATE: AUGUST 20, 2019

REQUEST FOR BOARD ACTION

Consent Agenda X New Business ___ Unfinished Business_____ Public Hearing_____

ITEM (SUBJECT)	RESOLUTION 2019-18: APPROVING AND AUTHORIZING EXECUTION OF THE 34TH DISTRICT COURT FUNDING UNIT AGREEMENT
DEPARTMENT	Supervisor's Department
PRESENTER	Angela Mannarino
PHONE NUMBER	734-699-8910
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

Agenda topic

ACTION REQUESTED
To consider approval of Resolution 2019-18: APPROVING AND AUTHORIZING EXECUTION OF THE 34TH DISTRICT COURT FUNDING UNIT AGREEMENT.
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)
Please see attached Resolution 2019-18, detailed 34th District Court Funding Unit Agreement and legal opinion letter from Michigan Supreme Court Regional Administrator, Paul Paruk.

BUDGET IMPLICATION	
IMPLEMENTATION NEXT STEP	

DEPARTMENT RECOMMENDATION	
COMMITTEE/COMMISSION RECOMMENDATION	

ATTORNEY RECOMMENDATION	
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	None
APPROVAL OF SUPERVISOR	L. McNamara

Revised 7/9/13

Michigan Supreme Court
State Court Administrative Office
Region I
P.O. Box 02984
Detroit, MI 48202
Phone: 313-972-3300 Fax: 313-972-3309
parukp@courts.mi.gov

Paul J. Paruk
Regional Administrator

August 5, 2019

Hon. Tina Brooks Green
Chief Judge
34th District Court
11131 Wayne Road
Romulus, MI 48174
tbrooksgreen@yahoo.com

Mayor Kerreen Conley
City of Belleville
6 Main St.
Belleville MI 48111
kerreen@yahoo.com

Supervisor David Glaab
Township of Huron
22950 Huron River Dr.
New Boston MI 48164
dglaab@hurontownship-mi.gov

Supervisor John Morgan
Township of Sumpter
13480 Sumpter Rd
Belleville MI 48111
supervisor@sumptertwp.org

Mayor Leroy Burcroff
City of Romulus
11111 Wayne Rd
Romulus MI 48174
lburcroff@romulusgov.com

Supervisor Kevin McNamara
Township of Van Buren
46425 Tyler Rd
Belleville MI 48111
kmcnamara@vanburen-mi.org

RE: 34th District Court Limited Audit and Recommendation

Dear Community Leaders,

On March 27, 2019, the Judges of the 34th District Court notified the communities of the City of Romulus, the City of Belleville, Huron Township, Sumpter Township and Van Buren Township of its preliminary analysis that pursuant to the original funding unit agreement dated August 25, 1998, reimbursements may be owed to several of the communities. Simultaneously with the issuance of this letter, my office was notified by the Court and requested to conduct a review of it disbursements. To that end, my office reviewed the funding unit agreement dated August 25, 1998, a Memorandum of

Understanding dated July, 2016, a Memorandum of Understanding dated August, 2017, the 34th District Court's bank statements, checks, monthly and year-to-date spreadsheets, and Judicial Information Services Court Detail Reports and Court Summary Reports for the fiscal years 2015 through 2018, and fiscal year 2019 through March, 2019.

Since the time of the original agreement in 1998, the Court reported oral agreements between the Court and the communities that were never reduced to writing. These agreements included the closing of the violation or ticket bureaus in each community, the addition of a Funding Unit Fee, probation oversight fees and a court processing fee.

Two methods were used to determine the distributions to the five communities. In the first method, calculations included the following assumptions: 1) If a ticket was paid within 14 days, the political subdivision receives 1/3 of the local ordinance fines and costs; 2) The political subdivisions do not receive 1/3 of probation oversight fees; 3) The political subdivision receives 1/3 of the Funding Unit Fee; and 4) There is no authority to apply a processing fee that reduces the distributions to the political subdivisions. In the second method, calculations included the following assumptions: 1) Local ordinance fines and cost paid within 14 days are distributed 100% to the political subdivisions; 2) The political subdivisions do not receive 1/3 of probation oversight fees; 3) The political subdivisions receive 1/3 of the Funding Unit Fee; and 4) Distributions to the political subdivisions are not reduced by processing fees.

Under Method 1, there is an overpayment to Belleville, Huron Township, Sumpter Township and Van Buren Township, and an underpayment to Romulus. Under Method 2, there is an underpayment to Belleville, Huron Township, Sumpter Township and Van Buren Township, with an overpayment to Romulus.

In my initial meeting with representatives from the communities, it became apparent there were differing interpretations of how disbursements by the Court should have been made pursuant to the agreement and how funds could be used. This was based, in part, on their interpretation of the 1998 Agreement and their understanding of whether the agreement has been orally modified over the years. A discussion took place regarding whether any alleged oral agreements would be binding and enforceable.

I would like to stress to the representatives the importance of coming to a consensus on these issues. Recently a district court and the three political subdivisions that it serves disputed how disbursements by the court should have been made. Their dispute wound its way through the court system from the trial court, to the Court of Appeals, and ultimately ended up before the Michigan Supreme Court. After five years of extensive and costly litigation, the parties ultimately settled the case with an agreement whose terms were similar to those in pre-lawsuit discussions. I see a number of similarities between that case and the issues presently discussed. Each representative here must decide if their respective communities are willing and able to undertake years of costly and protracted litigation, lost time and risk a final court decision that may be vastly different than what the parties intended.

There are many other issues that exist whose outcomes may be difficult to predict. In light of this, it is my strong recommendation that the representatives continue their work on a joint resolution to this matter. It is an opportunity to fashion an outcome that meets your needs and not risk an alternative that is lengthy, costly and unpredictable. If I can be of any assistance in helping the communities further understand these issues or help to resolve these matters, please feel free to contact me.

Sincerely,

Paul J. Paruk
Regional Administrator

CHARTER TOWNSHIP OF VAN BUREN

RESOLUTION 2019-18

At a meeting of the Charter Township of Van Buren Board of Trustees, Wayne County, Michigan held on the 20th day of August 2019 at 6:00 p.m., the following Resolution was proposed:

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF THE 34TH DISTRICT COURT FUNDING UNIT AGREEMENT

WHEREAS, MCL 600.8121(19) established the 34th Judicial District (hereinafter "Court"), a district of the third class, which consists of the Township of Sumpter, the Charter Township of Van Buren, the Charter Township of Huron, City of Belleville, and the City of Romulus (collectively hereinafter referred to as the "Political Subdivisions");

WHEREAS, the Political Subdivisions all currently participate in the distributions of fines and costs assessed by the Court, pursuant to the 34th District Court Funding Unit Agreement entered into by the Political Subdivisions on August 25, 1998;

WHEREAS, the Political Subdivisions negotiated and drafted a 2019 34th District Court Funding Unit Agreement to replace the 34th District Court Funding Unit Agreement entered into by the Political Subdivisions on August 25, 1998;

NOW THERFORE BE IT RESOLVED, that the Charter Township of Van Buren approves the 2019 34th District Court Funding Unit Agreement and authorizes the Township's Supervisor to execute the 2019 34th District Court Funding Unit Agreement on behalf of the Township.

Yeas:
Nays:
Abstain:
Absent:

I, Leon Wright, Clerk of the Charter Township of Van Buren Township Board of Trustees, do hereby certify that the foregoing resolution is a true and correct copy of a resolution adopted by the Charter Township of the Van Buren Board of Trustees at a regular meeting held on August 20, 2019.

_____
Leon Wright, Clerk
Van Buren Charter Township

34th DISTRICT COURT FUNDING UNIT AGREEMENT

This 34th District Court Funding Unit Agreement (hereinafter "Agreement") is effective and entered into on _____, 2019, (hereinafter "Effective Date") by and among the Township of Sumpter, the Charter Township of Van Buren, the Charter Township of Huron, City of Belleville, and the City of Romulus.

WHEREAS, MCL 600.8121(19) established the 34th Judicial District (hereinafter "Court"), a district of the third class, which consists of the Township of Sumpter, the Charter Township of Van Buren, the Charter Township of Huron, City of Belleville, and the City .of Romulus (collectively hereinafter referred to as the "Political Subdivisions" or "Parties").

WHEREAS, the Political Subdivisions all currently participate in the distributions of fines and costs assessed by the Court, pursuant to the 34th District Court Funding Unit Agreement entered into by the Political Subdivisions on August 25, 1998, which agreement the Parties intend to entirely supersede and replace with this Agreement;

WHEREAS, a disagreement arose among the Parties related to: (1) the distribution of revenue collected by the 34th District Court on cases originating in their respective jurisdictions; and (2) funding of the expenses for the operation of the 34th District Court; and to resolve the disagreement the Parties have agreed to enter into this Agreement;

WHEREAS, the District Court has and will maintain the site of its courthouse in the City of Romulus (hereinafter "Romulus") during the term of this Agreement; and

WHEREAS, pursuant to the Revised Judicature Act of 1961, Act 236 of 1961, and Intergovernmental Contracts Between Municipal Corporations Act, Act 35 of 1951, the Political Subdivisions wish to agree upon a method of allocation of fines and costs assessed and collected by the 34th District Court from and after the date of this Agreement, pursuant to the authority granted by MCL 600.8104(3) and MCL 600.8379(l)(c)&(d);

NOW THEREFORE, the Political Subdivisions agree as follows:

1. **Definitions.**

a. "Municipal Civil Infraction" means a civil infraction involving a violation of law as defined in MCL 600.113, and as this section may be amended.

b. "State Civil Infraction" means a civil infraction involving a violation of State statute, as defined in MCL 600.113, and as this section may be amended.

c. "Post Adjudication Statutory Fees" or "PASF" means all post-adjudication statutory fees imposed by the Court in traffic and criminal cases as late, show cause, and bench warrant fees in such amounts as are necessary along with the FUF to pay a principal and interest payments on the existing Bonds for the Court construction.

d. "Funding Unit Fee" or "FUF" means the $20.00 or such amounts as are necessary along with the PASF to pay a principal and interest payments on the existing Bonds for the Court construction assessment imposed at adjudication on all misdemeanor or civil infraction files.

e. "Civil Fees" means the amounts paid to the District Court at the commencement of a civil action or any fees collected from a civil action while pending in the District Court. One Hundred Percent (100%) of Civil Fees shall be paid to the City of Romulus.

f. "Civil Infraction Processing Fee" or "CIPF" means the $10.00 per civil infraction ticket processing fee deducted by the District Court from the fine amount, which is paid to Romulus, for the processing of any civil infraction ticket fine paid by a defendant within fourteen (14) days of the date of issuance of the ticket. One Hundred Percent (100%) of remaining fine balance, less any applicable State costs, for each infraction is remitted to the issuing Political Subdivision.

g. "Political Subdivision" means each of the following:

(1) Township of Sumpter

(2) Charter Township of Van Buren

(3) Charter Township of Huron

(4) City of Belleville

(5) City of Romulus

2. **Location of Court.**

a. Situs. The 34th District Court has been and will continue to be located in Romulus for the duration of this Agreement.

b. Court Facilities. Romulus owns the building designated as the 34th District Court Building, and the parking lots located adjacent to the Romulus City Hall situated on the City's land located at 11129 South Wayne Road (New Courthouse) and 11111 South Wayne Road (Existing Courthouse), Romulus, Michigan 48174. The Parties acknowledge and agree that Romulus is the District Funding Unit for the Court and is solely responsible for all of the expenses of maintaining, financing, and operating the Court while it is located within the city limits of Romulus. The expenses include, but are not limited to the expenses of: full salaries and fringe benefits of all judges (not paid by the State) and employees of the Court; all Court office supplies, equipment, furniture, building maintenance, rental payments, custodial service, repairs and general maintenance; all payments to retire all bonds or debt obligations for the new courthouse construction through full completion, occupancy and use of the new courthouse; and all other fees, salaries, and costs associated with or related to the operation, maintenance and financing of the Court. No funds shall be paid by, received from or demanded from the other Political

Subdivisions by Romulus for the costs under this Subparagraph during the term of this Agreement, except for FUF, PASF, CIPF, Probation Oversight Fees, CBDSF, and Civil Fees, as set forth in paragraphs 1(c)(d)&(e) above.

3. **Court Building and Debt Service Fund.** From and after the Effective Date, the PASF and FUF assessed by the Court shall not be subject to distributions to any Political Subdivision pursuant to this Agreement and shall not be subject to distribution pursuant to MCL 600.8379 or any other applicable Michigan law and shall be remitted 100% to Romulus to be deposited and accounted for by Romulus in a completely segregated fund (hereinafter "Court Building and Debt Service Fund" or "CBDSF") which fund shall not be comingled with any other funds of Romulus or expended by Romulus for any purpose not provided under this Agreement. The CBDSF shall solely be expended for any new construction, renovation, maintenance or replacement of the Court's building as provided in the Memorandum of Understanding entered into on August 28, 2017 between Romulus and the 34th District Court.

4. **Distributions to Political Subdivisions.** Except for PASF, CIPF, CBDSF, FUF, Probation Oversight Fees, and Civil Fees, all revenue collected by the District Court from any existing or new or increased fines, fees, costs or assessments shall be subject to the one-third (1/3) two-third (2/3) distribution formula set forth in MCL 600.8379(1)(c), unless otherwise provided by a State legislative enactment or Michigan Supreme Court Administrative Order. If there is a dispute regarding which Political Subdivision is entitled to a distribution or the amounts of any distributions pursuant to this Agreement, the complaining Political Subdivision shall notify the Court and other Parties in writing and attempt resolution of the dispute among the parties before taking any other action for interpretation or enforcement of this Agreement.

5. **Distributions After CIPF Deduction.** A Ten Dollars ($10.00) per civil infraction ticket processing fee (which shall be increased by $1.00 every five (5) years on the anniversary of this

Agreement) shall be deducted by the District Court from all Political Subdivision municipal infraction fine amounts for the processing of any municipal civil infraction ticket fine paid by a defendant within fourteen (14) days of the date of issuance of the ticket, which shall be paid to the City of Romulus. One Hundred Percent (100%) of balance, less the CIPF and any applicable State costs, for each infraction shall be remitted to the issuing Political Subdivision.

6. **Probation Oversight Fee.** The Court collects an oversight fee from defendants placed on probation. One Hundred Percent (100%) of this fee is to be paid to the City of Romulus.

7. **Michigan Indigent Defense Commission ("MIDC") Fund.** The City of Romulus obtains grants from the Michigan Indigent Defense Commission fund that is used to provide legal representation of indigent defendants in criminal matters filed by the Political Subdivisions. None of these grant funds are payable to any of the Political Subdivisions as distributions under MCL 600.8379.

8. **Review of Distribution of Revenue.** The accuracy and source of revenue distributions in accordance with this Agreement will be reviewed and reported in writing annually, in the audit obtained by the Court and reported to each community in the monthly payment made to parties. This report shall include the detail of the amount of 100% payment, the 1/3 payments, the civil infractions, and misdemeanor payments.

9. **Prior Funding Agreement and Waiver and Release of Claims.** In consideration for entering into this Agreement, the Parties understand and agree that this Agreement completely supersedes and replaces the 34th District Court Funding Unit Agreement entered into by the Political Subdivisions on August 25, 1998. All of the Political Subdivisions hereby waive and release any and all claims they have or may have against each other, the Court, and their respective legislative bodies, judges, employees agents and representatives in any way arising from or related any provisions or breach of any provisions or distributions, including any claims of improper or

wrongful distributions to any Political Subdivision, made during the term of the 34th District Court Funding Unit Agreement entered into by the Political Subdivisions on August 25, 1998.

10. **Enforcement.** This Agreement is enforceable in the Wayne County Circuit Court, State of Michigan; and shall be construed according to Michigan law. This Agreement shall be enforceable by the Parties and each Party's successors, and assigns.

11. **Acknowledgment.** Each Party acknowledges that it has read this Agreement and has had the opportunity to review it with the advice of counsel. This Agreement was drafted in cooperation with counsel for the Parties and there shall be no presumption or construction for or against any signatory and the doctrine of interpretation against the drafter shall not apply.

12. **Termination.** The term of this Agreement is of the Effective Date until the effective date of termination. This Agreement may be terminated by resolution of the elected governing body of any one of the Political Subdivisions with at least twelve (12) months prior written notice provided to all of the Political Subdivisions and the Court of the effective date of termination.

13. **Savings Clause.** If any provision of this Agreement or the application to any circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of this Agreement or the application of the provision to the circumstances, other than those as to which it is invalid or unenforceable, are not affected and remain fully enforceable.

14. **Integration Clause.** This Agreement contains the entire agreement among the Parties concerning the subject matters covered by the Agreement and supersedes all prior and contemporaneous written or oral discussions, negotiations, understandings, practices and agreements among the Parties relating to the subject matter of this Agreement. Neither party has made any representations except those expressly set forth in this Agreement. No rights, obligations or remedies are, or will be, acquired by any party by implication or otherwise unless expressly set forth in this Agreement. This Agreement shall only be modified or amended in a writing signed

and dated by all of the Parties to this Agreement following approval by written resolution of the elected governing body of all of the Political Subdivisions.

15. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument.

16. **Semi-Annual Meetings.** The parties agree that they will meet twice a year at a time agreed to by the parties to discuss any issues related to Court operations and this Funding Unit Agreement.

Pursuant to the resolutions of approval adopted by the legislative bodies for the Township of Sumpter, the Charter Township of Van Buren, the Charter Township of Huron, City of Belleville, and the City of Romulus approving this 34th District Court Funding Unit Agreement, as required under MCL 600.8104(3), and authorizing the execution of this Agreement, the Parties have executed this Agreement to take effect as of the Effective Date first given above.

[Signatures on following pages]

WITNESSED:

SUMPTER TOWNSHIP

_____

_____
By: _____
Its: _____

CHARTER TOWNSHIP OF VAN BUREN

_____

_____
By: _____
Its: _____

CHARTER TOWNSHIP OF HURON

_____

_____
By: _____
Its: _____

CITY OF BELLEVILLE

_____

_____
By: _____
Its: _____

CITY OF ROMULUS

_____

_____
By: _____
Its: _____

Charter Township of Van Buren

Agenda Item: 1

REQUEST FOR BOARD ACTION

WORK STUDY DATE: AUGUST 19, 2019
BOARD MEETING DATE: AUGUST 20, 2019

Consent Agenda x New Business_____ Unfinished Business_____ Public Hearing_____

ITEM (SUBJECT)	Consider approval to combine lots 83-011-01-0047-000 and 83-011-01-0048-000
DEPARTMENT	Assessing Office
PRESENTER	Linda M. Stevenson, Assessment Coordinator
PHONE NUMBER	734-699-8946
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

Agenda topic: Lot Combination

ACTION REQUESTED

Township Board approval of the combination of lots : 83-011-01-0047-000 and 83-011-01-0048-000 (Seymour and Troester's Motor City Acres Subdivision) with the following conditions:

1. The cost of any and/all utility improvements must be borne by the property owners(s).
2. Approval in no way changes requirements of zoning of the parcels.
3. Approval in no way implies or guarantees permits and/or approvals from federal, state, county or local agencies; this shall include but not be limited to roadway access point(s), natural feature requirements, utility requirements or any other valid requirement(s) from regulatory agencies.
4. We are in receipt of all fees and costs as well as a certified survey.

BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)

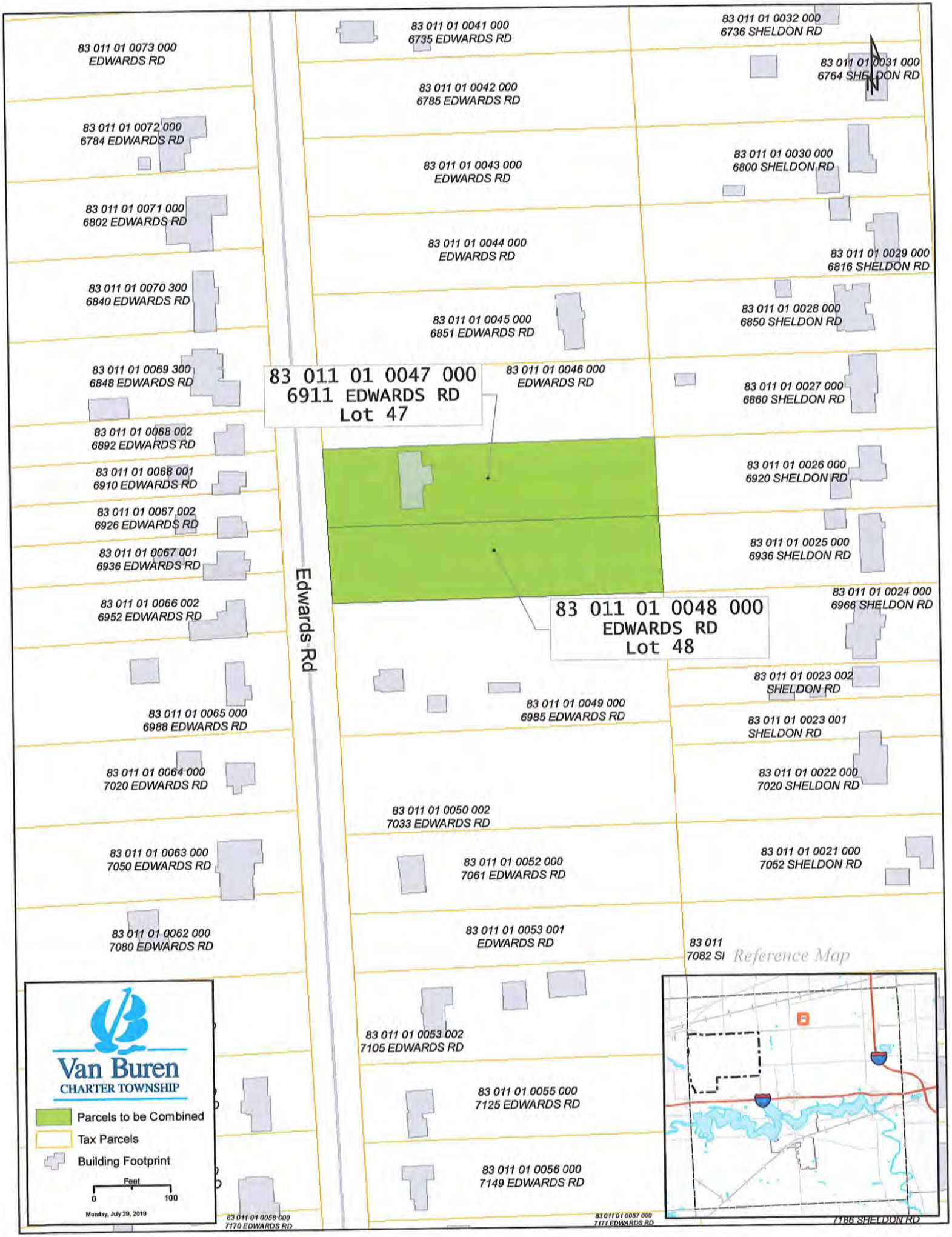
This lot combination is in compliance with the Township's Lot Split Ordinance and the Land Division Act. It was reviewed by the Parcel Division Board on June 19, 2019 and given preliminary approval at that time.

BUDGET IMPLICATION	none
IMPLEMENTATION NEXT STEP	Assessing Office to Process
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	
ATTORNEY RECOMMENDATION	

(May be subject to Attorney/Client Privilege and not available under FOIA)

ADDITIONAL REMARKS	None

APPROVAL OF SUPERVISOR L. McKinney


83 011 01 0073 000
EDWARDS RD
83 011 01 0041 000
6735 EDWARDS RD
83 011 01 0032 000
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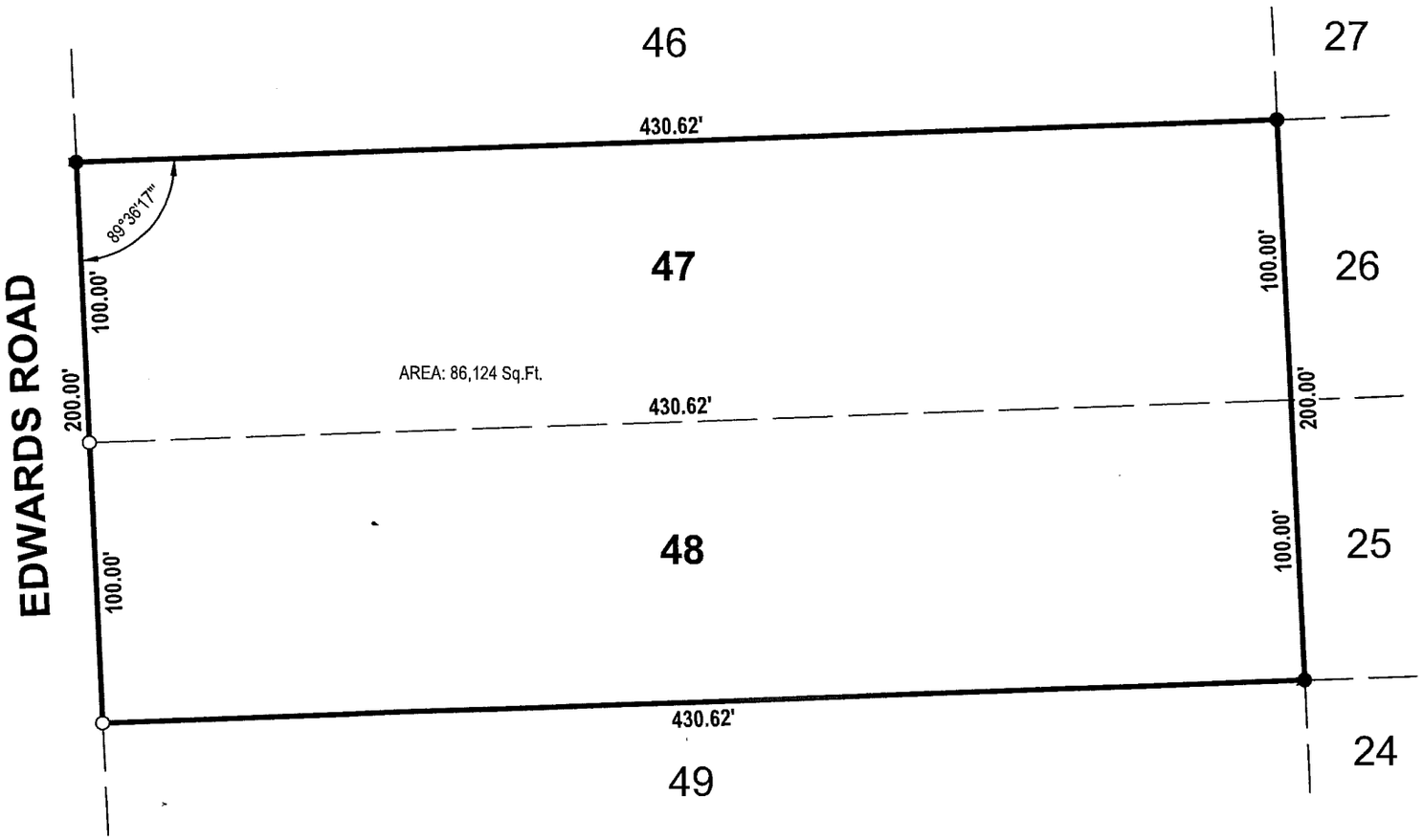
6764 SHELDON RD
83 011 01 0042 000
6785 EDWARDS RD
83 011 01 0072 000
6784 EDWARDS RD
83 011 01 0043 000
EDWARDS RD
83 011 01 0030 000
6800 SHELDON RD
83 011 01 0071 000
6802 EDWARDS RD
83 011 01 0044 000
EDWARDS RD
83 011 01 0029 000
6816 SHELDON RD
83 011 01 0070 300
6840 EDWARDS RD
83 011 01 0045 000
6851 EDWARDS RD
83 011 01 0028 000
6850 SHELDON RD
83 011 01 0069 300
6848 EDWARDS RD
83 011 01 0047 000
6911 EDWARDS RD
Lot 47
83 011 01 0046 000
EDWARDS RD
83 011 01 0027 000
6860 SHELDON RD
83 011 01 0068 002
6892 EDWARDS RD
83 011 01 0068 001
6910 EDWARDS RD
83 011 01 0026 000
6920 SHELDON RD
83 011 01 0067 002
6926 EDWARDS RD
83 011 01 0067 001
6936 EDWARDS RD
83 011 01 0025 000
6936 SHELDON RD
Edwards Rd
83 011 01 0066 002
6952 EDWARDS RD
83 011 01 0048 000
EDWARDS RD
Lot 48
83 011 01 0024 000
6966 SHELDON RD
83 011 01 0023 002
SHELDON RD
83 011 01 0065 000
6988 EDWARDS RD
83 011 01 0049 000
6985 EDWARDS RD
83 011 01 0023 001
SHELDON RD
83 011 01 0064 000
7020 EDWARDS RD
83 011 01 0022 000
7020 SHELDON RD
83 011 01 0050 002
7033 EDWARDS RD
83 011 01 0063 000
7050 EDWARDS RD
83 011 01 0052 000
7061 EDWARDS RD
83 011 01 0021 000
7052 SHELDON RD
83 011 01 0062 000
7080 EDWARDS RD
83 011 01 0053 001
EDWARDS RD
83 011
7082 SI
Reference Map
83 011 01 0053 002
7105 EDWARDS RD
83 011 01 0055 000
7125 EDWARDS RD
83 011 01 0056 000
7149 EDWARDS RD
83 011 01 0058 000
7170 EDWARDS RD
83 011 01 0057 000
7171 EDWARDS RD
7186 SHELDON RD
Van Buren
CHARTER TOWNSHIP
Parcels to be Combined
Tax Parcels
Building Footprint
Feet
0
100
Monday, July 29, 2019



DESCRIPTION

The following described premises situated in the TOWNSHIP OF VAN BUREN, COUNTY OF WAYNE, State of Michigan, and is described as follows:
LOT(S) 47 and 48, "Seymour and Troester's Motor City Acres Subdivision", according to the plat thereof as recorded in Liber 65 of Plats, Page 71, Wayne County Records.

(Warranty Deed dated May 31, 2019 as recorded in Liber 55100, Page 578, Wayne County Records.)

STATE OF MICHIGAN
BRANDON G. PARRENT
PROFESSIONAL SURVEYOR
NO. 63096
LICENSED PROFESSIONAL SURVEYOR

By:
Brandon G. Parrent Licensed Professional Surveyor No. 63096

LEGEND

● Iron - Set 1/2" X 18" iron rebar with NED Cap

○ Iron - Found as noted

This survey was made from the legal description shown above. The description should be compared with the Abstract of Title or Title Policy for accuracy, easements and exceptions.

SURVEYOR'S CERTIFICATE:
I certify that the requirements for 1970 PA 132, MCL 54.213 have been met. The relative positional precision of the corners identified for this survey and shown on the map are within the limits accepted by the practice of professional surveying.

SCALE: 1" = 60' 0' 30' 60'

NORTH

Bill Clawson
6911 Edwards
Belleville, MI 48111

6911 Edwards - Van Buren Twp

DRAWN BY: RP DATE: 07.03.19 **PRJ #: 19500090**
REV. BY: REV. DATE:
REV.: **1 OF 1**

NEDERVELD
www.nederveld.com • 800.222.1868
Ann Arbor
3037 Miller Rd.
Ann Arbor, MI 48103
Chicago Columbus Grand Rapids
Indianapolis St. Louis

Charter Township of Van Buren

Agenda Item 2

REQUEST FOR BOARD ACTION

WORK STUDY: AUGUST 19, 2019
BOARD MEETING: AUGUST 20, 2019

_____New Business ____Unfinished Business ____Public Hearing ___X___ Consent Agenda

ITEM (SUBJECT)	Consider Adoption of Resolution 2019-14, 2019 Tax Rate Request
DEPARTMENT	Assessing
PRESENTER	Linda M. Stevenson, Assessment Coordinator
PHONE NUMBER	699-8946
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

Agenda topic

ACTION REQUESTED

Approval of Resolution 2019-14, 2019 Tax Rate Request

BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)

Every year the Township Board must approve a resolution establishing the Township's tax rate for the December Tax Levy. The requested tax rates comply with appropriate millage reduction fractions (Headlee and Truth in Assessing)

Items included: 1. Resolution 2019-14

2. Form L-4029

BUDGET IMPLICATION	None
IMPLEMENTATION NEXT STEP	Forward documentation to Wayne County
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	N/A
ATTORNEY RECOMMENDATION	N/A

(May be subject to Attorney/Client Privilege and not available under FOIA)

ADDITIONAL REMARKS

APPROVAL OF SUPERVISOR

CHARTER TOWNSHIP OF VAN BUREN
RESOLUTION 2019-14

RESOLVED by the Township Board of the Charter Township of Van Buren, that there be levied on the taxable property of said Township for the year 2019, for township purposes, a tax of mills on the 2019 Taxable Value as thereof (real and personal property), said value being $ 1,076,630,697 and the tax amounting to $7,898,593.

APPROVED: August 20, 2019

Certified a true copy:

_____
Leon Wright, Clerk
Van Buren Charter Township

a.	Allocated Millage	.9047	
b.	Extra Voted Millage – 1.	6.4317	– Public Safety
	Total	7.3364	

Michigan Department of Treasury
614 (Rev. 02-19)

ORIGINAL TO: County Clerk(s)
COPY TO: Equalization Department(s)
COPY TO: Each township or city clerk

L-4029

2019 Tax Rate Request (This form must be completed and submitted on or before September 30, 2019)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

Carefully read the instructions on page 2.

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

County(ies) Where the Local Government Unit Levies Taxes	2019 Taxable Value of ALL Properties in the Unit as of 5-28-19
WAYNE	**1,076,630,697**
Local Government Unit Requesting Millage Levy	For LOCAL School Districts: 2019 Taxable Value excluding Principal Residence, Qualified Agricutlural, Qualified Forest, Industrial Personal and Commercial Personal Properties.
CHARTER TOWNSHIP OF VAN BUREN	

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2019 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2018 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2019 Current Year "Headlee" Millage Reduction Fraction	(7) 2019 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Allocated	OPERATING	N/A	1.0000	.9047	1.0000	.9047	1.0000	.9047	0	.9047	N/A
App-Extra	Public Safety	11-8-16	6.5000	6.4317	1.0000	6.4317	1.0000	6.4317	0	6.4317	12-31-23

Prepared by	Telephone Number	Title of Preparer	Date
LINDA M. STEVENSON	**(734) 699-8946**	**ASSESSMENT COORDINATOR**	**08/20/2019**

CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

	Signature	Print Name	Date
[X] Clerk [ ] Secretary		**LEON WRIGHT**	**08/20/2019**
[X] Chairperson [ ] President		**KEVIN MCNAMARA**	**08/20/2019**

** Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.*

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 3 of 2019 for instructions on completing this section.

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

**** IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Charter Township of Van Buren

Agenda Item 3

WORK STUDY MEETING DATE:
2019-08-19

BOARD MEETING DATE:
2019-08-20

REQUEST FOR
BOARD ACTION

Consent Agenda X New Business ___ Unfinished Business_____ Public Hearing_____

ITEM (SUBJECT)	Approval of Water & Sewer Commission Re-Appointment
DEPARTMENT	Public Services – Water & Sewer
PRESENTER	James T. Taylor, Director of Water & Sewer
PHONE NUMBER	734-699-8947
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

Agenda topic

ACTION REQUESTED	
Request approval of the re-appointment of Gerald McKelvey to the Water & Sewer Commission with a term to expire on June 1, 2021	

BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
Mr. McKelvey has completed his first term as a Water & Sewer Commissioner. He has an excellent attendance and participation record during this term, and I recommend his re-appointment for a second two-year term.	

BUDGET IMPLICATION	none
IMPLEMENTATION NEXT STEP	Board approval

DEPARTMENT RECOMMENDATION	Approval by township board.
COMMITTEE/COMMISSION RECOMMENDATION	

ATTORNEY RECOMMENDATION	

ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	

Van Buren
CHARTER TOWNSHIP

DEPARTMENT OF PUBLIC SERVICES
WATER & SEWER

DATE: August 19, 2019
TO: Township Board of Trustees
FROM: James T. Taylor, Director of Water & Sewer
RE: Request for Board Action – Water & Sewer Commission

Board of Trustees,

I am recommending the re-appointment of Gerald McKelvey to the Water & Sewer Commission for a second two year term, beginning retroactively to June 1, 2019 and will expire on June 1, 2021. Mr. McKelvey has distinguished himself in his first appointed term, having an excellent attendance record (88%) and a full participant in the work of the Commission. He has contributed to the work of the Commission in a positive and professional manner during his first term, and has expressed his enthusiastic desire to continue his involvement an active member of the Water & Sewer Commission. Mr. McKelvey has also established an excellent rapport with the other members of the Commission.

Charter Township of Van Buren

Agenda Item: 4

REQUEST FOR BOARD ACTION

WORK STUDY MEETING DATE:
2019-08-19
BOARD MEETING DATE:
2019-08-20

Consent Agenda__X__ New Business____ Unfinished Business_____ Public Hearing_____

ITEM (SUBJECT)	Approval of WCA Interlocal Agreement
DEPARTMENT	Public Services – Water & Sewer
PRESENTER	James T. Taylor, Director of Water & Sewer
PHONE NUMBER	734 – 699 – 8947
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

Agenda topic

ACTION REQUESTED

Request approval of Resolution 2019-17: approval of the Interlocal Agreement between the Wayne County Airport Authority and the Charter Township of Van Buren.

BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)

The WCA is requesting this agreement as they plan to expand operations and bring businesses to the Willow Run Airport. The Airport Authority plans to disconnect from the YCUA water and sanitary systems that now serve the airport and receive these services from Van Buren Township. For further information, see attached memo and agreement.

BUDGET IMPLICATION	none
IMPLEMENTATION NEXT STEP	Board approval
DEPARTMENT RECOMMENDATION	Approval by township board.
COMMITTEE/COMMISSION RECOMMENDATION	Water & Sewer Commission
ATTORNEY RECOMMENDATION	

Attorney reviewed resolution and recommends approval

ADDITIONAL REMARKS

APPROVAL OF SUPERVISOR L. McLaughlin

Van Buren
CHARTER TOWNSHIP

DEPARTMENT OF PUBLIC SERVICES
WATER & SEWER

DATE: August 19, 2019
TO: Township Board of Trustees
FROM: James T. Taylor, Director of Water & Sewer
RE: Request for Board Action – Interlocal Agreement

Board of Trustees,

The Wayne County Airport Authority is requesting this agreement as they plan to expand operations and bring businesses to the Willow Run Airport. To move forward, the Airport Authority plans to disconnect from the YCUA water and sanitary systems that now serve the eastern portion of the airport and instead receive these services from Van Buren Township. The water main and sanitary main, along with a sanitary lift station will all be installed at the cost of the Airport Authority and turned over to the Township following its completion and inspection as public mains. The lift station will remain owned, operated and maintained by the Airport Authority. Any newly constructed buildings on the eastern part of the airport property requiring water and sanitary services will be tapped into our mains, with the appropriate charges and fees.

The agreement identifies the responsibilities and obligations of each of the two governmental entities, the Charter Township of Van Buren and the Wayne County Airport Authority. The approval and signing of the agreement is the final step prior to the initiation of the construction project. This project is being treated as any other similar development project. The installation of the water and sanitary infrastructure will be inspected by Township engineers to insure that all Township standards and rules have been followed.

The agreement has been reviewed and approved by Township attorneys.

INTERLOCAL AGREEMENT
BETWEEN THE CHARTER TOWNSHIP OF VAN BUREN (MICHIGAN) AND WAYNE COUNTY AIRPORT AUTHORITY
REGARDING
PARTICIPATION BY THE AIRPORT AUTHORITY IN THE WILLOW RUN AIRPORT EAST SIDE INFRASTRUCTURE PROJECT

WHEREAS, the Wayne County Airport Authority, whose address is 11050 Rogell Drive, Suite 602, Detroit, MI 48242 (Authority) is proposing to construct potable water and sanitary sewage infrastructure to support facilities located at the East Side of Willow Run Airport (YIP) interceptor sewer system (the "East Side Infrastructure Project", or the "Project") serving all YIP facilities located east of the Washtenaw / Wayne County Line (Area) to connect to the existing Van Buren Charter Township, whose address is 46425 Tyler Road, Van Buren, MI 48111, (Township) potable water and sanitary sewage systems ("Township Systems").

WHEREAS, the Authority will transfer title to the water mains and lateral lines from the point immediately downstream from each facility's water meter and the sanitary sewage pipes from the outlet of the Project's lift station to the connection point with the Township Systems; and

WHEREAS, the Wayne County Airport Authority has operational jurisdiction over certain property located in the Area and the Authority's long-range plan for airport expansion and development calls for the development of additional facilities in the Area which could be served by the Project to the Township Systems; and

WHEREAS, the Authority has concluded that it is in its best interest to provide its current property or hereafter developed property in the Area to be able to connect the Project; and

WHEREAS, the Ypsilanti Community Utility Authority has no objection to the Authority's use of the Township Systems, and

WHEREAS, the Township has concluded that it currently has sufficient capacity in its water and sewer systems to accommodate the proposed Project connections and has the legal

authority to grant access to the Project at the current anticipated usage, as provided in paragraph 7, below.

NOW THEREFORE in consideration of the mutual covenants and promises contained herein, Van Buren Charter Township, and the Wayne County Airport Authority (collectively, the "Parties"), enter into this Interlocal Agreement to establish terms and conditions for the Authority's use and access to the Project.

1. It is understood and agreed by the Parties that the Authority at its own expense shall be responsible for the design, construction and connection of all Project water mains, laterals, valves, hydrants, and meters; collector sewer lines, laterals, lift station and other facilities (Project Appurtenances) that will be required to connect the Project to the Township Systems. Such improvements shall be designed and constructed in accordance with an Engineering Construction Plan, and all applicable Township, State, and Wayne County standards, codes, regulations, ordinances and laws.
2. The Township agrees to accept the Area into its Services Areas for potable water and sanitary sewer service ("Service Area"). A map of the Service Area is attached hereto as Exhibit 1.
3. It is understood and agreed by the Parties that all Project Appurtenances required to connect to the Township Systems must be designed and constructed in accordance with the uniformly applicable policies, permits, inspections, plans and standards of the Township. Upon the connection of such Project Appurtenances to the Township Systems, the Authority will pay all fees and charges hereinafter collectively the "Connection Fees" to the Township at the rate then in effect in the regulations that apply to the Township's Systems. Applicable Connection Fees will be paid by the Authority for subsequent connections to the Project constructed by the Authority in accordance with uniformly applicable sewer and water rates and regulations established by the Township.

4. Upon the acceptance in writing by the Township of Authority completed, approved and dedicated to the Township Project water mains and sanitary sewer pipes (downstream of the lift station), the Township shall assume ownership and responsibility for the operation and maintenance of the Project Appurtenances, except for all sanitary sewer infrastructure upstream of the lift station, including the lift station. The Authority shall provide reasonable access to its property by the Township upon request and without the need for an access easement, to conduct inspection, maintenance and/or repair of any lines, pipes, mains, sewers, laterals, lift stations and other related water and sewer facilities and appurtenances the Township deems necessary.

5. All potable water and sanitary sewer service shall be available to facilities in the Area in accordance with uniformly applicable Township water and sewer rates which rates may be modified from time to time by the Township. This provision shall not be deemed a limitation on the Authority's ability to impose additional charges on its tenants to recover its costs, including, but not limited to, construction, engineering, design and maintenance costs.

6. Nothing in this agreement shall affect in any way the current Township water and sewer lines and their connections to Regional Water and sewer systems. The Authority reserves the right to determine whether to use its existing facilities for additional connections to the Township Systems or to build additional water mains and sewer collection and lateral lines to connect to the Township Systems. Notwithstanding anything to the contrary contained herein, the Authority shall comply with all applicable Federal, State, County and Township laws, ordinances, codes, standards, rules and regulations. Should the Authority seek to build additional water mains, sewer collection, lateral lines and other related facilities and appurtenances, it shall first receive all required Township reviews and approvals.

7. The Township agrees to allocate 0.25 ft^3/sec (cfs) of potable water and sanitary sewage of its capacity in the Regional Systems to the Project for current Area needs and to allocate an additional 0.25 ft^3/sec (cfs) of potable water and sanitary sewage of its capacity in the Regional Systems to the Project for future Area needs. Authority represents that it will not discharge spent deicing fluid runoff into the Township's systems.

8. **It is understood and agreed between the parties that this agreement is contingent upon the construction of the proposed Project in a reasonable amount of time. In the event the Project is not constructed, this agreement is void and each party will bear its own costs.**

9. The Authority acknowledges the Township does not have final say in water and sewer capacity issues, as those issues are controlled by preexisting contracts with, and/or the rules and regulations of, various other governmental agencies. The Authority shall be permitted and provided capacity and sizing of utilities for all the uses provided in this Agreement provided capacity is available at the time as determined by the Great Lakes Water Authority.

10. The Township acknowledges that once it approves the construction of the Proposed Contract, the capacity for the Project will be available to the Authority from that time and continuing through the completion of the Project and continuing with the commencement of the Authority's use of the Township Systems.

11. The parties agree to the following miscellaneous provisions:

    a. Amendment to Agreement. This Agreement may be amended from time to time by agreement of the Township and the Authority. Any such amendment shall not be effective unless the amendment is in writing and is executed by the Supervisor of the Township and the duly authorized officers of the Authority.

b. Notices. All notices, certificates or other communications under this Agreement shall be sufficiently given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the Township and the Authority, as the case may be, at the Township's Address and the Authority's Address, respectively. The Township and the Authority may by written notice designate any further or different addresses to which subsequent notices, certificates or communications shall be sent.

c. Entire Agreement. This Agreement contains all agreements between the parties with respect to the Project, and there are no other representations, warranties, promises, agreements or understandings, oral, written or inferred, between the parties, unless reference is made thereto herein.

d. Severability. If any clause, provision or section of this Agreement shall be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof.

e. No Assignment. Neither party may assign this Agreement or any of its rights hereunder.

f. Force Majeure. Any delay or failure in the performance by either party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure event. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including Acts of God, fires, floods, explosions, riots, wars, tornado, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, other than those of the claiming party or its suppliers, that prevent the claiming party from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the

party affected thereby, despite such party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof, are not attributable to a party's failure to perform its obligations under this Agreement.

g. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute the same instrument.

h. Waiver. The waiver by the Township of any breach by the Authority of any terms, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other terms, covenant or condition hereof. The waiver by the Authority of any breach by the Township of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

i. Applicable Law. This Agreement shall be governed in all respects, whether as to validity, construction, performance or otherwise, by the laws of the State of Michigan.

j. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the respective parties hereto and their successors.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalves by their respective duly authorized officers all as of this _____ day of _____, 2019.

VAN BUREN CHARTER TOWNSHIP

_____

By: Kevin McNamara
Its: Supervisor

and

_____

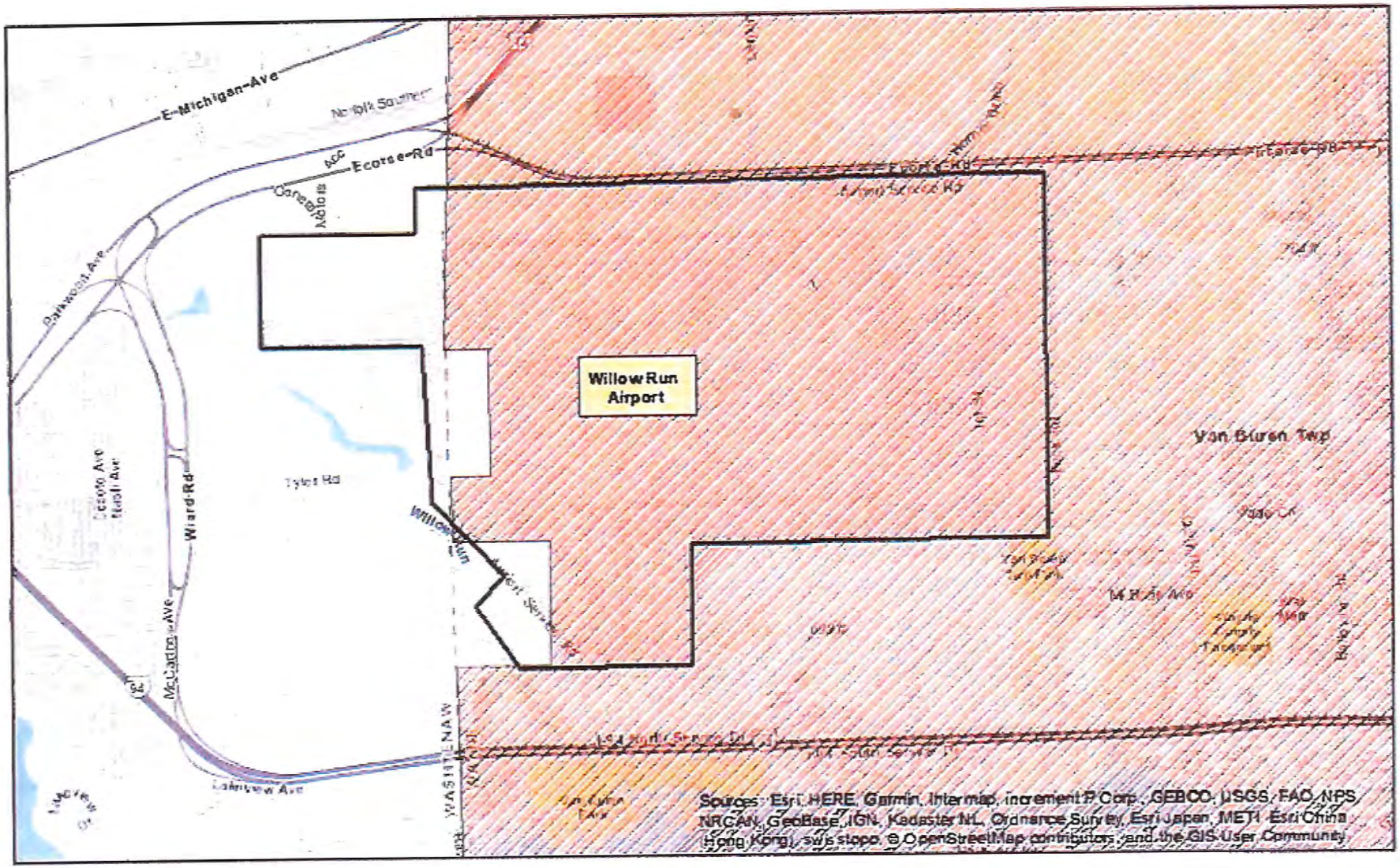
By: Leon Wright
Its: Clerk

WAYNE COUNTY
AIRPORT AUTHORITY

_____

By: Chad Newton
Its: Chief Executive Officer

Willow Run - Van Buren Township
Water and Sewer Service Area



0 0.2 0.4 0.8 1.2 1.6 Miles

Legend

Van Buren Water and Sewer Service Area

Charter Township of Van Buren

Agenda Item: 5

Work Study: August 19, 2019
Board Meeting Date: August 20, 2019

REQUEST FOR
BOARD ACTION

Consent Agenda **New Business X** **Unfinished Business** **Public Hearing**

ITEM (SUBJECT)	Resolution 2019-16 Post-Employment Medical Expense Reimbursement Plan
DEPARTMENT	Human Resources
PRESENTER	Nicole Sumpter, Human Resource Director
PHONE NUMBER	734.699.8900 ext. 9293
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Jack Schmitt Burnham & Flower Suzanne Bartos, Township Attorney CMDA

Agenda topic

ACTION REQUESTED:

To adopt resolution 2019-60 to establish Post-Employment Medical Expense Reimbursement Plan with Burnham & Flower Group, Inc

BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)

We will soon embark on a mature workforce and understand that many are delaying retirement because of healthcare cost. The Township is looking into ways to address the overall retirement planning for future employees as many communities have already moved to similar plans or even eliminated retiree healthcare all together.

On August 5, 2019 a meeting was held with all of our union's presidents and vice presidents for a discussion on securing their retiree healthcare. Supervisor McNamara, Treasurer Budd and Clerk Wright discussed this with the Board of Trustees and salaried employees during the Budget Hearings as well. All new hires effective September 1, 2019 will receive a Healthcare Savings Plan contribution from the Township which eliminates the cost of Healthcare benefits post retirement. Our Attorney and union representatives of police and fire are working together to secure language.

Burnham and Flower offers an easy solution that allows tax free savings for the cost of medical insurance during retirement with convenient reimbursements to the employee and their beneficiaries. The plan also will address the freedom to gain diverse experience without duration from the younger demographics. The funds are portable however, can only be used for Healthcare expenses.

BUDGET IMPLICATION	
IMPLEMENTATION NEXT STEP	Approve Resolution 2019-16 execute signatures for Article 7 of Section 115 Trust Agreement and Adoption Agreement at August 20, 2019 Board Meeting. Update all contracts/manuals for Officials, Salaried and Police and Fire Union employees

DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	N/A

ATTORNEY RECOMMENDATION	
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	L. M'Namara

Resolution 2019-16

Post-Employment Medical Expense Reimbursement Plan

Whereas, the Board of the Charter Township of Van Buren, Michigan ("Board of Trustees"), a Michigan public corporation, desires to establish an irrevocable trust, as provided for the Public Employee Health Care Fund Investment Act, 1999 PA 149, MCL 38.1211 to 38.1216, for the accumulation and investment of funds for the purpose of funding health care benefits to the retirants and the beneficiaries of retirants of the Board; and

Whereas, the irrevocable trust, the Charter Township of Van Buren Post-Employment Medical Expense Reimbursement Trust, is to be created as an Internal Revenue Code Section 115 trust agreement;

Now, Therefore be it Resolved, the Board hereby establishes the Charter Township of Van Buren Post-Employment Medical Expense Reimbursement Plan (Trust) effective **September 1, 2019**. Withdrawals from the Trust are solely restricted to the payment of health care benefits on behalf of qualified persons and the payment of expenses of administration of the Trust; and

Now, Therefore be it Further Resolved, the *Treasurer, Clerk and Supervisor* are hereby designated as a qualified person for the purposes of payment of health care benefits from the Trust and as such is authorized to direct payment of the monies from the Trust for the benefit of the eligible retirants enrolled in the retiree health care benefit program; and in accordance with the terms and conditions of the Trust and related retiree health care benefit program documents;

Now, Therefore be it Further Resolved, the Board shall serve as the fund's investment fiduciary and may employ professional services to support the Board's responsibility; and

Now, Therefore be it Further Resolved, the Board approves the investment of the assets of the Trust in accordance with the Public Employee System Investment Act, 1965 PA 314, MCL 38.1132 to 38.1140; and

Now, therefore be it Further Resolved, the Board

- Approves and Authorizes the *Treasurer, Clerk and Supervisor* to serve as Trustee of the Trust and to act in any and all business related to the Trust; and
- approves and authorizes them as Trustee signatures on the Retiree Health Insurance Section 115 Trust Agreement with Burnham & Flower Group, Inc. and on other related agreements; and
- authorizes *Treasurer, Clerk and Supervisor* to act as the Administrator for the Trust and execute documents and agreements related to the Trust on behalf of the employer; and
- Authorized *Treasurer, Clerk and Supervisor* to serve as the committee for the Trust and authorizes execution of documents and agreements related to the Trust; and establishes the Trust on an actuarial basis.

You Serve Others.
We Serve You.
Since 1966

One solution for Navigating OPEB

Trust Compliance

Administration

Money Management

Prepared for:

Van Buren Charter Township

...from one source

Burnham&Flower
INSURANCE GROUP

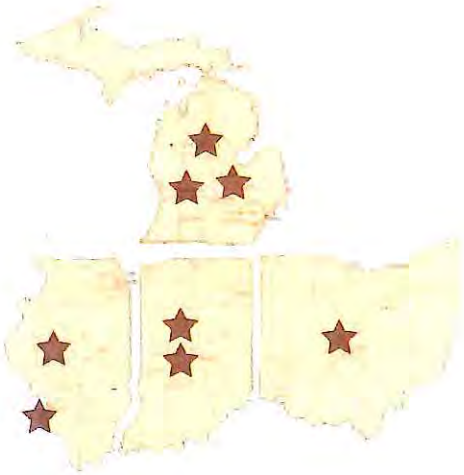
800-748-0554

Our history

Homer J. Flower and Duane F. Burnham, a former Township supervisor and road commissioner, founded the Burnham & Flower Insurance Group in 1966. The Company was established primarily to provide retirement programs to Michigan township officials and employees. Since then, evolving from one agency into six separate corporations, and serving over 2,600 municipalities in Michigan, Ohio, Indiana & Illinois, Burnham & Flower (B&F) has grown to be one of the largest municipal insurance organizations in the Midwest.

Our Agency provides top-of-the-line products in categories such as life, health, dental, vision, short- and long-term disability, retiree benefits, retirement programs and services, property & liability insurance and workers' compensation to name a few. And with the advent of the Governmental Accounting Standards Board's (GASB) proclamation requiring public entities to include other post-employment benefits (OPEBs) on your balance sheets, we worked diligently to navigate the new OPEB reporting requirements so we could develop a comprehensive, turnkey solution to help you meet your obligations. What's more, the products we represent and the services we provide are designed to be highly flexible to meet your unique and changing needs.

We at B&F pride ourselves on providing our clients the highest level of customer service and support. As one of our customers, you benefit from having an entire team of professionals, including account managers, customer-service experts, administrative personnel and company representatives, looking out for your best interests. In addition, we go the extra mile to help educate our customers and provide added support and service in areas such as human resources and risk management.



Product Information

The B&F OPEB Solution program was designed with flexibility to meet the unique needs of your municipality while providing you with a simple, turnkey solution.

The Trust

Written under Section 115 of the IRS code, the trust is irrevocable and is written to comply with PA 149 of 1999, which lays out the investment parameters for healthcare funds.

Administration

B&F's in-house administration team is positioned to provide you and your plan participants with prompt, courteous and professional service. The administrators will process contributions and claims and monitor your plan for required amendments and updates.

Record-keeping

Record-keeping and custodian services are provided in conjunction with the investment management company. Services provided include plan sponsor web access, quarterly statements, daily valuation services and distribution processing.

Investment Strategy & Management

CLS Investments has more than 90 years of combined investment experience and currently manages over $6.5 billion in assets. They provide a customized investment approach designed to meet the needs and expectations of your municipality and participants.

Customer Service & Support

The B&F team provides service that is second to none. Whether you require a board-level plan review, participant enrollment or plan education, or simply need assistance completing a form, the B&F team is here to support you.

In addition, B&F can offer your organization OPEB liability and benefit-cost reduction solutions by completing a thorough benefits review and developing alternative plan design options.

Product Information

PRODUCT OPTIONS:

1. OPEB Funding Solution

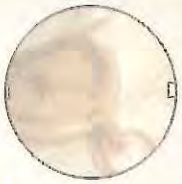
The OPEB Funding Solution provides an employer-level funding vehicle used to offset liabilities and pay future retiree OPEB costs.

- The employee determined funding level and contribution frequency.
- Contributions are irrevocable and dedicated to funding benefits.
- There are no contribution limits.

2. The POST Employment Medical Reimbursement Program (POST Plan)

The POST Plan is an employer-sponsored, participant-level account enabling active employees the accumulate money to use for future medical expenses incurred during retirement.

- Similar to a defined contribution retirement plan, the employer defines the eligibility, contribution amounts and vesting.
- Irrevocable contributions are invested and accumulate on a tax-free basis during employment and are available for tax-free reimbursements of qualified medical expenses (defined in IRS Pub 502) during retirement.
- Funds may be used by the participant and their dependents.
- Qualified medical expenses include insurance premiums, deductibles, co-pays, and prescriptions.



Frequently Asked Questions

Will our trust comply with PA 149 of 1999?

Yes, the trust and related plan documents have been written to comply with the provisions of PA 149. The management of your trust's assets will also comply with the public act's investment requirements.

How are the asset-based charges calculated and paid?

All advisory fees are billed quarterly, in arrears on a calendar quarter basis based on the market value of all managed assets on the last trading day of each advisory-fee period. The advisory fees will be automatically withdrawn each advisory-fee period unless instructions are received at account inception for the plan to be invoiced.

Can assets from other section 115 trusts or similar programs be transferred into the B&F program?

The B&F program will accept transfers from similar programs. You will need to review your other plan's documents to determine whether it allows for transfers to other plans.

How often will we receive statements for our account?

Statements are generated on a monthly and quarterly basis. The plan sponsor has on-demand access to account activity, custom reporting and investment performance through a secure, web-based portal.

Is there a minimum investment or contribution amount?

There are no minimum investment or contribution requirements for the B&F program.

How are reimbursements or withdrawals processed?

Reimbursements and trust withdrawals are processed through the B&F in-house administration department on a weekly basis.

How are contributions processed?

You may remit your contributions via check or ACH directly to the custodian. If the post-employment medical reimbursement program is used, an allocation breakdown must be provided with your contribution. B&F will work with you establish an efficient method for submitting this data that works best with your internal processes.

The fee for this program is 0.50% paid as a percent of trust assets. This fee covers all services provided by Burnham & Flower, Constellation Trust Company and CLS including:

- Trust administration and document maintenance
- Third-party administration services
- Optional OPEB plan design and consulting services
- Ongoing service and support
- Recordkeeping and custodian services
- CLS investment and portfolio management

The program fee listed above does not include underlying fund expenses.

The purpose of this proposal is to explain the applicable OPEB Solutions benefits offered by B&F. It is merely descriptive and should be used for reference purposes only. This proposal does not constitute or bind an agreement for products or services and the information contained herein is subject to change at any time.

Specific questions regarding any terms or conditions herein should be referred to the OPEB Solutions Director, Amber Howes at ahowes@bfgroup.com or 800.748.0554.

VAN BUREN CHARTER TOWNSHIP
PLAN PRICING

Estimated annual contributions - $2,500 per participant for future new hires

All fees are paid as a percent (0.50% annualized) of participant account assets and are deducted from account balances.
For every $1,000 invested, the participants will pay $5/year.
A $2,500 account balance would pay $12.50/year.

There are no billable charges or fees incurred by the Township at the employer level.
The program fee does not include underlying mutual fund expenses.

Account balances are not guaranteed and will fluctuate with investments and market performance.

All products and services from a single source

BENEFIT SOLUTIONS

- Group Health
- Group Life
- Group Voluntary Life
- Dental
- Paid on Call Fire
- LTD/STD

RETIREMENT SOLUTIONS

- Pension
- Defined Contribution
- Deferred Compensation
- Retirement Planning Services

PROPERTY & LIABILITY SOLUTIONS

- Property & Liability Coverage
- Workers Compensation
- Bonds

ADMINISTRATIVE SERVICES

- FSA, Section 125
- COBRA
- PA 106 Compliance
- Pension
- HRA, HSA & Debit Cards

OPEB SOLUTIONS

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POST-EMPLOYMENT
MEDICAL EXPENSE REIMBURSEMENT PLAN

SECTION 115 TRUST AGREEMENT

TABLE OF CONTENTS

		Page
ARTICLE 1	TRUST AND TRUST FUND	2
1.1	Name of Trust	2
1.2	Trust Fund	2
ARTICLE 2	PLAN	2
ARTICLE 3	COMMITTEE	3
3.1	Appointment of Committee	3
3.2	Directions to Trustee	3
3.3	Determination of Interests	3
ARTICLE 4	TRUSTEE	3
4.1	Appointment of Trustee	3
4.2	Investment Powers and Duties of the Trustee	4
4.3	Other Powers of the Trustee	5
4.4	Participant Direction	7
4.5	Duties of the Trustee Regarding Payments	7
4.6	Trustee's Compensation, Expenses and Taxes	7
4.7	Payment of Expenses	8
4.8	Valuation of the Trust Fund	8
4.9	Method of Valuation	8
4.10	Annual Report of the Trustee	8
4.11	Resignation, Removal and Succession of Trustee	9
ARTICLE 5	AMENDMENT, TERMINATION AND MERGER	10
5.1	Amendment	10
5.2	Termination of Plan by Employer	10
5.3	Merger, Consolidation or Transfer	10
5.4	Transfer of Interest	11
ARTICLE 6	MISCELLANEOUS	11
6.1	Essential Governmental Function/Integral Part Trust	11
6.2	Participant's Rights	11
6.3	Alienation	11
6.4	Construction of Agreement	12

TABLE OF CONTENTS
(continued)

Page

6.5 Gender and Number 12
6.6 Prohibition Against Diversion or Inurement 12
6.7 Fiduciary Liability; Errors and Omissions 12
6.8 TPA's, Committee's and Trustee's Protective Clause 12
6.9 Insurer's Protective Clause 12
6.10 Indemnification of Trustee 13
6.11 Limitation of Trustee's Liability 13
6.12 Receipt and Release for Payments 13
6.13 No Guarantee 13
6.14 Severability 14
6.15 Headings 14
ARTICLE 7 EXECUTION 1
7.1 Signatures 1

POST-EMPLOYMENT
MEDICAL EXPENSE REIMBURSEMENT PLAN

SECTION 115 TRUST AGREEMENT

THIS POST-EMPLOYMENT MEDICAL EXPENSE REIMBURSEMENT PLAN SECTION 115 TRUST AGREEMENT (this "***Agreement***"), made effective as of the date indicated in the Adoption Agreement attached hereto and incorporated herein by reference, by and among (the "***Employer***"), (the "***Trustee***") and **BURNHAM & FLOWER GROUP, INC.** (the "***TPA***").

BACKGROUND

The Employer has previously or concurrently adopted the Post-Employment Medical Expense Reimbursement Plan (the "***Plan***"), herein incorporated by reference, including all definitions therein. Under the terms of the Plan, funds will from time to time be contributed to the Trustee, which funds as and when the Trustee receives them, will constitute a Trust Fund for said Trustee to hold under the Plan for the benefit of Participants and their Dependents. The Employer desires the Trustee to hold and administer such funds, and the Trustee is willing to hold and administer such funds pursuant to the terms of this Agreement.

The Employer intends that the income that accrues to the Trust be excluded from gross income as income derived from the exercise of an essential governmental function pursuant to Section 115(1) of the Internal Revenue Code of 1986, as amended (the "***Code***"), and rulings and other guidance thereunder, and that the trust be deemed an "integral part" of the Employer within the meaning of Treasury Regulation Section 301.7701-1(a)(3).

Furthermore, the Trust shall be held and invested in all respects in a manner that is consistent with the provisions of the Public Employee Health Care Fund Investment Act, Mich. Comp. Laws §§ 38.1211 - 38.1216, and the Public Employee Retirement System Investment Act, Mich. Comp. Laws §§ 38.1132 - 38.1140m (collectively, the "***Michigan Investment Acts***"), to the extent applicable. The assets of the Trust shall be held for the exclusive purposes of providing Plan benefits to Participants and their Dependents, paying taxes and defraying reasonable expenses of Plan administration as provided for in this Trust.

Participation and coverage under the Plan and Trust shall not constitute an "accrued financial benefit" under Article IX, Section 24, of the State of Michigan Constitution of 1963.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the Employer, the Trustee and the TPA do hereby covenant and agree as follows:

TERMS AND CONDITIONS

ARTICLE 1
TRUST AND TRUST FUND

1.1 NAME OF TRUST

This trust shall be entitled as provided in the Adoption Agreement (the "***Trust***") and shall carry into effect the provisions of the Plan created prior to or concurrently herewith and forming a part hereof. All of the definitions in such Plan are hereby incorporated herein by reference, to the extent applicable. The Trustee hereby agrees to act as Trustee of the Trust, and to take, hold, invest, administer and distribute, in accordance with the following provisions, any and all contributions and assets paid or delivered to the Trustee pursuant to the Plan.

1.2 TRUST FUND

All right, title and interest in and to the assets of the Trust shall be at all times vested exclusively in the Trustee.

1.3 PURPOSE OF THE TRUST FUND

The Trust is created for the purpose of providing reimbursement of post-employment medical expenses for the benefit of Eligible Employees and their Dependents, as set forth in the Plan.

1.4 CONTRIBUTIONS TO THE TRUST FUND

The Employer shall deliver to the Trustee periodically the amounts of money and the property other than money that are contributed by the Employer and Participants to the Trust in accordance with the Adoption Agreement and the terms of the Plan. The Trustee shall be accountable for all delivered contributions. The Trustee shall have no duty to determine that the amounts received comply with the provisions of the Plan or that the Trust is adequate to provide the benefits stipulated in the Plan. The Trustee shall have no duty, expressed or implied, to compel any contribution to be made by the Employer, but shall be responsible only for property received by it under this Agreement.

ARTICLE 2
PLAN

The Employer shall deliver to the Trustee a copy of the Plan document and of any amendments thereto for convenience of reference, but rights, powers, titles, duties, discretions and immunities of the Trustee shall be governed solely by this Agreement without reference to the Plan.

ARTICLE 3
COMMITTEE

3.1 APPOINTMENT OF COMMITTEE

The individual or entity named in the Adoption Agreement is hereby designated as the administrator of the Plan and Trust (the "***Committee***"). The Committee shall notify the Trustee in writing of any change in the identity of such Committee. Until notified of the change, the Trustee shall be fully protected in acting upon the assumption that the identity of the Committee has not been changed. The Committee (and any successor appointed pursuant hereto) shall be required to be bonded and shall provide evidence of such bond to the Trustee against any losses to the Trust from the handling of assets or payment of claims by the Committee or its agent or the TPA.

3.2 DIRECTIONS TO TRUSTEE

(a) All directions by the Committee to the Trustee shall be in writing signed by such Committee, or by the Committee's duly appointed and authorized agent or representative.

(b) The Committee shall furnish to the Trustee a specimen signature of the Committee or of the Committee's duly appointed and authorized agent or representative at the time it is appointed.

3.3 DETERMINATION OF INTERESTS

The Committee shall have sole responsibility for determining the existence, non-existence, nature and amount of the rights and interests of all persons in the Trust.

ARTICLE 4
TRUSTEE

4.1 APPOINTMENT OF TRUSTEE

The Trustee hereunder shall be designated by the Employer and shall be a bank or trust company chartered and regulated by federal banking authorities or by similar authorities of one of the United States, or an individual. If the Trustee is an individual, all assets of the Trust shall be held and administered by a bank, trust company or insurance company chartered and regulated by federal banking authorities or by similar authorities of one of the United States under a custodial arrangement. In such case the term "Trustee" shall include both the individual named as the Trustee as well as the bank, trust company or insurance company designated as the custodian. The Trustee shall have the following general categories of responsibilities:

(a) To invest, manage and control the Trust assets solely as directed by the Committee (or by an Investment Manager, if one is appointed). The Trustee shall not be responsible for verifying that investment of Plan assets is consistent with the funding policy and method the Employer or Committee has established, but may rely on the direction of the Committee and/or the Investment Manager;

(b) To pay benefits required under the Plan to be paid to Participants and their Dependents, including withholding and depositing of income taxes with respect to taxable benefit payments, if any, pursuant to the direction of the Committee;

(c) To maintain records of receipts and disbursements and furnish to the Employer and/or Committee for each Plan Year a written annual report pursuant to Section 4.10.

4.2 INVESTMENT POWERS AND DUTIES OF THE TRUSTEE

Pursuant to the direction of the Committee and consistent with the funding policy and method, the Trustee shall have the following powers and duties with respect to the investment of the Trust assets:

(a) To apply for, own and pay premiums on health insurance and long term care policies;

(b) To invest and reinvest the Trust without distinction between principal and income and in such securities (including shares of mutual funds), or property, real or personal, wherever situated, including, but not limited to, stocks, common or preferred, bonds and other evidences of indebtedness or ownership, and real estate or any interest therein. In directing the Trustee to make such investments, the Committee shall give due regard to any limitations imposed by the Code or the Michigan Investment Acts.

(c) From time to time, to transfer to a common, collective or pooled trust fund which contemplates the commingling for investment purposes of such trust assets with trust assets of other trusts and in which any corporate Trustee maintains hereunder, all or such part of the Trust as the Committee may deem advisable, and all or such part of the Trust Fund so transferred shall be subject to all the terms and provisions of the common, collective or pooled trust fund. The Trustee may, from time to time with the consent of the Committee, withdraw from such common, collective or pooled trust fund all or such part of the Trust as the Committee may deem advisable.

(d) To maintain one or more accounts within the Trust for the purpose of: (i) keeping track of and charging the Trustee's fees due from the Employer; or (ii) segregating assets held for investment within the Trust by type of investment or investment strategy, and to transfer from any such account to another account within the Trust.

(e) To maintain separate Participant Accounts within the Trust reflecting contributions made by the Employer and/or a Participant and all investments, receipts, disbursements and other transactions thereunder.

4.3 OTHER POWERS OF THE TRUSTEE

The Trustee, in addition to all powers and authorities under common law, statutory authority and consistent with the other provisions of this Agreement shall have the following

powers and authorities, to be exercised solely under the direction of the Committee, or an Investment Manager, or if the Adoption Agreement permits, the Participant:

(a) To purchase, or subscribe for, any securities (including shares of mutual funds) or other property and to retain the same.

(b) To sell, exchange, convey, transfer and grant options to purchase, or otherwise dispose of any securities or other property the Trustee holds, by private contract or at public auction. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency or propriety of any such sale or other disposition;

(c) To vote upon any stocks, bonds or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, other securities or other property;

(d) To cause any securities or other property to be registered in the Trustee's own name or in the name of one or more of the Trustee's nominees, and to hold any investments in bearer form, but the books and records of the Trustee shall at all times show that all such investments are part of the Trust;

(e) To keep such portion of the Trust in cash or cash balances as the Committee may, from time to time, deem to be in the best interests of the Plan, without liability for interest thereon;

(f) To accept and retain for such time as it may deem advisable any securities or other property received or acquired by it as Trustee hereunder, whether or not such securities or other property would normally be received, acquired or purchased as investments hereunder;

(g) To make, execute, acknowledge and deliver any documents of transfer and conveyance or any other instruments that may be necessary or appropriate to carry out the powers herein granted;

(h) To settle, compromise or submit to arbitration any claims, debts or damages due or owing to or from the Plan or Trust, to commence or defend suits or legal or administrative proceedings, and to represent the Plan and the Trust in all suits and legal and administrative proceedings;

(i) To employ suitable agents and counsel and to pay from the Trust their reasonable expenses and compensation, and such agent or counsel may or may not be agent or counsel for the Employer;

(j) To do all such acts and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary to carry out the purposes of the Plan;

(k) To invest funds of the Trust in time deposits or savings accounts bearing a reasonable rate of interest in the Trustee's bank;

(l) To invest in U.S. Treasury Bills and other forms of United States government obligations;

(m) Except as hereinafter expressly authorized, the Trustee is prohibited from selling or purchasing stock options. The Trustee is expressly authorized to write and sell call options under which the holder of the option has the right to purchase shares of stock the Trustee holds as a part of the assets of this Trust, if such options are traded on and sold through a national securities exchange registered under the Securities Exchange Act of 1934, as amended, which exchange has been authorized to provide a market for option contracts pursuant to Rule 9B-l promulgated under such Act, and so long as the Trustee at all times up to and including the time of exercise or expiration of any such option holds sufficient stock in the assets of this Trust to meet the obligations under such option if exercised. In addition, the Trustee is expressly authorized to purchase and acquire call options for the purchase of shares of stock covered by such options if the options are traded on and purchased through a national securities exchange as described in the immediately preceding sentence, and so long as any such option is purchased solely in a closing purchase transaction, meaning the purchase of an exchange traded call option the effect of which is to reduce or eliminate the obligations of the Trustee with respect to a stock option contract or contracts which it has previously written and sold in a transaction authorized under the immediate prior sentence;

(n) To deposit moneys in federally insured certificates of deposit in banks or savings and loan associations;

(o) With the consent of the Committee, to pool all or any of the Trust, from time to time, with assets belonging to any other Code Section 115 trust the Employer has created, and to commingle such assets and make joint or common investments and carry joint accounts on behalf of the Plan and such other trust or trusts, allocating undivided shares or interests in such investments or accounts of the two or more trusts in accordance with their respective interests;

(p) To acquire by lease, purchase or rent, property, at public or private sale, with or without security, in such manner, at such time or times, for such purposes, for such prices and upon such terms, and conditions as the Trustee may deem advisable;

(q) To retain such real or personal property for any period, whether or not the same be of the character permissible for investments by fiduciaries under any applicable state law;

(r) To sell, transfer, exchange, convert or otherwise dispose of, or grant options with respect to any property, held in the Trust, at public or private sale, with or without security, in such manner, at such time or times, for such purposes, for such prices and upon such terms, and conditions as the Trustee may deem advisable;

(s) To possess, control, manage, insure against loss by fire or other casualties, develop, subdivide, control, partition, mortgage, lease or otherwise deal with any and all real property; to satisfy and discharge or extend the term of any mortgage thereon; to execute the necessary instruments to effectuate the foregoing powers, including the giving or granting of options in connection therewith; to make improvements, structural or otherwise, or abandon the same if deemed to be worthless or not of sufficient value to warrant keeping or protecting; to abstain from the payment of taxes, water rents, assessments, repairs, maintenance and upkeep of the same; to permit to be lost by tax sale or other proceeding or to convey the same for a nominal consideration or without consideration; to set up appropriate reserves out of income for repairs, modernization and upkeep of buildings, including reserves for depreciation and obsolescence, and to add such reserves to principal, and, if the income from the property itself should not suffice for such purposes, to advance out of other income any sums needed therefor, and, to advance any income of the Trust for the amortization of any mortgage on property held in the Trust.

4.4 PARTICIPANT DIRECTION

The Committee may permit Participants to direct the investments of their Accounts among various investment options, if so selected in the Adoption Agreement. The Committee, in consultation with the Trustee, shall be responsible for establishing rules regarding Participant direction of Accounts.

4.5 DUTIES OF THE TRUSTEE REGARDING PAYMENTS

At the direction of the Committee and/or Investment Manager, the Trustee shall, from time to time and in accordance with the terms of the Plan, make payments out of the Trust. The Trustee shall be fully protected in making payments from the Trust in accordance with the Committee's and/or Investment Manager's directions.

4.6 TRUSTEE'S COMPENSATION, EXPENSES AND TAXES

The Trustee shall be paid such reasonable compensation to which the Employer and the Trustee shall from time to time agree. In addition, the Trustee shall be reimbursed for any reasonable expenses, including reasonable counsel fees, it incurs as Trustee. Such compensation and expenses shall be paid from the Trust unless the Employer pays or advances them. All taxes of any kind whatsoever that may be levied or assessed under existing or future laws upon, or in respect of, the Trust or the income thereof, shall be paid from the Trust.

4.7 PAYMENT OF EXPENSES

All expenses of administration of the Plan may be paid from the Trust unless the Employer pays them. Such expenses shall include any expenses incident to the functioning of

the Committee, including, but not limited to, fees of accountants, counsel, and other specialists, and their agents, and other costs of administering the Plan. Until paid, the expenses shall constitute a liability of the Trust Fund.

4.8 VALUATION OF THE TRUST FUND

As of each valuation date as specified by the Committee, the Trustee shall determine the net worth of the assets comprising the Trust as it exists on such date prior to taking into consideration any contribution for the Plan Year ending on such date. In determining such net worth, the Trustee shall value the assets comprising the Trust at their fair market value as of the valuation date and shall deduct all expenses for which the Trustee has not yet obtained reimbursement from the Trust.

4.9 METHOD OF VALUATION

In determining the fair market value of securities held in the Trust that are listed on a registered stock exchange, the Trustee shall value the same at the prices they were last traded on such exchange preceding the close of business on the valuation date. If such securities were not traded on the valuation date, or if the exchange on which they are traded was not open for business on the valuation date, then the securities shall be valued at the prices at which they were last traded prior to the valuation date. Any unlisted security held in the Trust shall be valued at its bid price next preceding the close of business on the valuation date, which bid price shall be obtained from a registered broker or an investment banker. In determining the fair market value of assets other than securities for which trading or bid prices can be obtained, the Trustee may appraise such assets itself, or in its discretion, employ one or more appraisers for that purpose and rely on the values such appraiser establishes.

4.10 ANNUAL REPORT OF THE TRUSTEE

Within 90 days after the valuation date for each Plan Year, the Trustee shall furnish to the Employer a written statement of account with respect to the Plan Year for which such contribution was made, setting forth:

(a) The net income or loss of the Trust;

(b) The gains or losses the Trust realized upon sales or other disposition of the assets;

(c) The increase or decrease in the value of the Trust;

(d) All payments and distributions made from the Trust; and

(e) Such further information as the Trustee and/or Committee deems appropriate. The Employer, forthwith upon its receipt of each such statement of account, shall acknowledge receipt thereof in writing and advise the Trustee of its approval or disapproval thereof. Failure by the Employer to disapprove any such statement of account within 30 days after its receipt thereof shall be deemed an approval thereof. The approval by the Employer of any statement of account shall be binding as to all matters embraced therein as between the Employer and the Trustee to the same extent as if the account of the Trustee had been settled by

judgment or decree in an action for a judicial settlement of its account in a court of competent jurisdiction in which the Trustee, the Employer and all persons having or claiming an interest in the Plan were parties; provided, however, that nothing herein contained shall deprive the Trustee of its right to have its accounts judicially settled if the Trustee so desires.

4.11 RESIGNATION, REMOVAL AND SUCCESSION OF TRUSTEE

(a) The Trustee and/or the TPA may resign at any time by delivering to the Employer, at least 60 days before its effective date, a written notice of its resignation (unless the circumstances surrounding the resignation necessitate a shorter notice period).

(b) The Employer may remove the Trustee and/or the TPA, without penalty, by mailing by registered or certified mail, addressed to the Trustee or the TPA, as the case may be, at his, her or its last known address, at least 60 days before its effective date, a written notice of its removal along with a copy, certified by the Employer, of the governing body's resolution adopted and effecting its removal.

(c) Upon the death, resignation, incapacity, dissolution or removal of any Trustee, the Employer may appoint a successor, and such successor, upon accepting such appointment in writing and delivering same to the Employer, shall, without further act, become vested with all the rights, powers, discretions and duties of his predecessor with like respect as if he, she or it were originally named as a Trustee herein. Until such a successor is appointed, the remaining Trustee or Trustees shall have full authority to act under the terms of this Agreement. In the event that the Employer does not name a successor Trustee by the effective date of the removal or resignation of the Trustee, the treasurer of the Employer shall become the Trustee hereunder.

(d) The Employer may designate a successor Trustee prior to the resignation or removal of a Trustee. In the event a successor is so designated by the Employer and accepts such designation, the successor shall, without further act, become vested with all the rights, powers, discretions and duties of his predecessor with the like effect as if he, she or it were originally named as Trustee herein immediately upon the death, resignation, incapacity, dissolution or removal of his, her or its predecessor.

(e) Whenever any Trustee hereunder ceases to serve as such, he, she or it shall furnish to the Employer and Committee a written statement of account with respect to the portion of the Plan Year during which he, she or it served as Trustee. This statement shall be either (i) included as part of the annual statement of account for the Plan Year required under Section 4.10 or (ii) set forth in a special statement. Any such special statement of account should be rendered no later than the due date of the annual statement of account for the Plan Year. The procedures set forth in Section 4.10 for the approval by the Employer of annual statements of account shall apply to any special statement of account rendered hereunder and approval by the Employer of any such special statement in the

manner provided in Section 4.10 shall have the same effect upon the statement as the Employer approval of an annual statement of account. No successor to the Trustee shall have any duty or responsibility to investigate the acts or transactions of any predecessor who has rendered all statements of account Section 4.10 and this subparagraph require.

ARTICLE 5
AMENDMENT, TERMINATION AND MERGER

5.1 AMENDMENT

The Employer shall have the right at any time and from time to time to amend, in whole or in part, any or all of the provisions of this Agreement. However, no such amendment shall authorize or permit any part of the corpus or income of the Trust (other than such part as is required to pay taxes and administration expenses) to be used for or diverted to, or inure privately, to individuals or for purposes other than the benefit of Participants and their Dependents as provided herein, or to revert to or become the property of the Employer (unless all liabilities hereunder have been satisfied); moreover, no such amendment that affects the rights, duties or responsibilities of the Trustee or of the Committee may be made without the written consent of the Trustee and of the Committee. Any such amendment (other than as described in the preceding sentence) shall become effective upon delivery of a duly executed instrument to the Trustee, provided that the Trustee shall in writing consent to the terms of such amendment.

5.2 TERMINATION OF PLAN BY EMPLOYER

The Employer shall have the right at any time to terminate the Trust by delivering to the Trustee written notice of such termination. Upon such termination of the Trust, the Trustee, upon receipt of written instruction from the Committee, shall direct that any assets remaining in the Trust after the satisfaction of all liabilities to existing Participants and their Dependents shall revert to the Employer.

5.3 MERGER, CONSOLIDATION OR TRANSFER

This Trust may be merged or consolidated with, or its assets and/or liabilities may be transferred to or from another trust only if the benefits a Participant would receive under the Plan, in the event of a termination of the Trust immediately after such transfer, merger or consolidation, are at least equal to the benefits the Participant would have received if the Plan had terminated immediately before the transfer, merger or consolidation.

The Trustee, at the direction of the Committee, may transfer the interest of a Participant to, or receive the transfer of an interest from, another trust forming part of Code Section 115 trust maintained by such Participant's new or previous employer and represented by the said trustee in writing as meeting the requirements of the Code, provided that the trust to which such transfers are made permits the transfer to be made.

5.4 TRANSFER OF INTEREST

Pursuant to the direction of the Committee, the Trustee may accept funds transferred from another trust forming part of a welfare benefit plan meeting the requirements of Code Section 115. The Committee shall maintain records with respect to the separate Participant's transferred account on behalf of the Employer and the Participant with respect to the amount transferred. In the event of such a transfer under this Plan, the Trustee may act upon the direction of the Committee without determining the facts concerning a transfer.

ARTICLE 6
MISCELLANEOUS

6.1 ESSENTIAL GOVERNMENTAL FUNCTION/INTEGRAL PART TRUST

(a) The Trust and the associated Plan are intended to be tax exempt under Code Section 115. Until advised otherwise, the Trustee may conclusively presume that the Trust constitutes the exercise of an essential governmental function, is an integral part trust under Code Section 115 and that this Trust is exempt from federal and state income taxes.

(b) Notwithstanding anything herein to the contrary, if the Commissioner of the Internal Revenue Service or his or her delegate should determine that the Trust does not qualify as a tax exempt trust under Code Section 115 and such determination is not contested, or if contested, is finally upheld, then the Trust shall be void *ab initio* and the Committee shall direct the Trustee to return all amounts contributed to the Trust, less expenses paid, within one year and the Plan and Trust shall terminate, and the Committee and Trustee shall be discharged from all further obligations.

6.2 PARTICIPANT'S RIGHTS

Neither the Plan nor this Trust shall be deemed to constitute a contract between the Employer and any Participant or Employee or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in the Plan or the Agreement shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant in the Plan.

6.3 ALIENATION

No benefit which shall be payable out of the Trust to any person shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge the same shall be void; and no such benefit shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any such person, nor shall such benefit be subject to attachment or legal process for or against such person, and the same shall not be recognized by the Trustee, except to such extent as may be required by law.

In the event a Participant's benefits are garnished or attached by order of any court, the Committee or the Trustee may bring an action for a declaratory judgment in a court of competent jurisdiction to determine the proper recipient of the benefits to be paid by the Plan out of the Trust. During the pendency of said action, any benefits that become payable shall be paid into the court as they become payable, for the court to distribute to the recipient it deems proper at the close of said action.

6.4 CONSTRUCTION OF AGREEMENT

This Trust shall be construed and enforced in accordance with the applicable provisions of the Code, the Michigan Investment Acts and the general laws of the State of Michigan.

6.5 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

6.6 PROHIBITION AGAINST DIVERSION OR INUREMENT

The assets of the Trust shall be held for the exclusive purposes of providing Plan benefits to Participants and their Dependents, paying taxes and defraying reasonable expenses of Plan administration as provided for in this Trust. It shall be impossible by operation of the Plan or of the Trust, by termination, revocation or amendment of either by the happening of any contingency, by collateral arrangement or by any other means, for any part of the corpus or income of the Trust to inure (other than through the payment of benefits provided under the terms of the Plan) to the benefit of any private shareholder, individual, creditor or other third party.

6.7 FIDUCIARY LIABILITY; ERRORS AND OMISSIONS

The Committee may direct the Trustee to purchase a contract of insurance to protect the Trust Fund and its advisors against any potential liability that may arise in the administration of the Plan and Trust from any error attributable to any action or inaction of the Plan by the Committee, its representatives, agents, employees or advisers or any other Fiduciary. The Employer shall pay the premium for such contract of insurance.

6.8 TPA'S, COMMITTEE'S AND TRUSTEE'S PROTECTIVE CLAUSE

Neither the TPA, the Committee, the Trustee, nor their successors shall be responsible for the validity of any Policy of insurance issued hereunder or for the failure on the part of the insurer to make payments provided by any such Policy, or for the action of any person that may delay payment or render a Policy null and void or unenforceable in whole or in part.

6.9 INSURER'S PROTECTIVE CLAUSE

Any insurer who shall issue Policies of insurance hereunder shall not have any responsibility for the validity of the Plan or for the tax or legal aspects of the Plan. The insurer shall be protected and held harmless in acting in accordance with any written direction of the Trustee, and shall have no duty to see to the application of any funds paid to the Trustee, nor be required to question any actions the Trustee directs. Regardless of any provision of the Plan or Trust, the insurer shall not be required to take or permit any action or allow any benefit or privilege contrary to the terms of any Policy which it issues hereunder, or the rules of the insurer.

6.10 INDEMNIFICATION OF TRUSTEE

The Employer shall indemnify and hold harmless the Trustee from all loss or liability (including expenses and reasonable attorneys' fees) to which the Trustee may be subject by reason of its execution of its duties under this Agreement, or by reason of any acts taken in good faith in accordance with directions, or acts omitted in good faith in the absence of directions, from the Committee, its agent or representative, or from an Investment Manager, unless such loss or liability is due to the Trustee's gross negligence or willful misconduct. The Trustee is entitled to collect on the indemnity only from the Employer and is not entitled to any direct or indirect payment from assets of the Trust Fund.

6.11 LIMITATION OF TRUSTEE'S LIABILITY

The Trustee shall accept and rely upon any documents the Committee or the Employer has executed until such time as the Employer or Committee files with the Trustee a written revocation of such designation. If the Trustee makes a written request for directions from the Employer, the Committee or an Investment Manager, the Trustee may await such directions without incurring liability. The Trustee has no duty to act in the absence of such requested directions, but may in its discretion take such action as it deems appropriate to carry out the purpose of this Agreement.

6.12 RECEIPT AND RELEASE FOR PAYMENTS

(a) No benefit payable to any Participant or his or her Dependent shall exceed the value of the Trust assets allocated to that benefit. In the event that there are insufficient Trust assets to pay in full any benefit provided hereunder, the Trustee shall not bear any liability to any Participant or his or her Dependent on account of such insufficiency.

(b) Any payment to any Participant, his legal representative, Dependent, or to any guardian or committee appointed for such Participant or Dependent in accordance with the provisions of this Agreement, shall, to the extent thereof, be in full satisfaction of all claims hereunder against the Trustee, TPA, Committee and Employer, any of whom may require such Participant, legal representative, Dependent, or guardian or committee, as a condition precedent to the receipt of such payment, to execute a receipt and release thereof in such form as shall be determined by the Trustee, TPA, Committee or Employer.

6.13 NO GUARANTEE

Nothing contained in this Agreement shall constitute a guarantee by the Employer, the Committee, the Trustee or the TPA that the assets of the Trust will be sufficient to pay any benefit to any person or make any other payment. Payments to be paid from the Trust are limited to the assets remaining in the Trust at the time payment is made.

6.14 SEVERABILITY

If any provision of this Agreement is held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining parts of this Agreement, but this instrument shall be construed and enforced as if the illegal and invalid provisions had never been inserted into this Agreement.

6.15 HEADINGS

The headings and subheadings of this Agreement have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

ARTICLE 7
EXECUTION

7.1 SIGNATURES

In witness of the foregoing promises and mutual covenants herein contained, the parties have adopted and executed this Agreement as of the date first set forth above.

THE EMPLOYER:

By:_____
Name:_____
Title:_____

THE TRUSTEE:

By:_____
_____, Trustee for the _____
Section 115 Trust

THE TPA:

BURNHAM & FLOWER GROUP, INC.

By:_____
Name:_____
Title:_____

KZLIB:562377.1\113014-00010

[GOVERNMENTAL ENTITY]

POST-EMPLOYMENT
MEDICAL EXPENSE REIMBURSEMENT PLAN

TABLE OF CONTENTS

		Page
ARTICLE 1	DEFINITIONS	1
1.1	"Account"	1
1.2	"Adoption Agreement"	1
1.3	"Break in Service"	1
1.4	"Code"	1
1.5	"Collective Bargaining Agreement"	1
1.6	"Committee"	1
1.7	"Compensation"	1
1.8	"Covered Group"	2
1.9	"Dependent"	2
1.10	"Effective Date"	2
1.11	"Eligible Employee"	2
1.12	"Employee"	2
1.13	"Employer"	2
1.14	"Entry Date"	2
1.15	"Fiduciary"	2
1.16	"Fund" or "Trust Fund"	2
1.17	"Highly Compensated Individual"	2
1.18	"HIPAA"	3
1.19	"Hour of Service"	3
1.20	"Investment Manager"	3
1.21	"Medical Care Expense"	3
1.22	"Participant"	3
1.23	"Plan"	4
1.24	"Plan Year"	4
1.25	"Policy"	4
1.26	"Protected Health Information" or "PHI"	4
1.27	"Separation from Service"	4
1.28	"Third Party Administrator" or "TPA"	4
1.29	"Trust"	4

TABLE OF CONTENTS
(continued)

Page

1.30 "Trustee" 4
1.31 "Years of Service" 4
ARTICLE 2 ELIGIBILITY AND PARTICIPATION 5
2.1 Conditions of Eligibility 5
2.2 Participation 5
2.3 Change in Classification of Employment 5
2.4 Enrollment Form 5
2.5 Entry Date 6
2.6 Determination of Eligibility 6
2.7 Omission of a Participant 6
ARTICLE 3 AFTER-TAX EMPLOYEE CONTRIBUTION ELECTIONS 6
3.1 Election Procedures 6
3.2 Initial Election for New Employees 6
3.3 Irrevocability of Election 7
ARTICLE 4 CONTRIBUTIONS 7
4.1 Contributions 7
4.2 Types of Contributions 7
4.3 Mistake of Fact 7
4.4 Responsibility for Contributions 7
ARTICLE 5 ACCOUNTS 8
5.1 Participant Accounts 8
5.2 Expenses and Fees 8
ARTICLE 6 PAYMENT OF PLAN BENEFITS 8
6.1 Plan Benefits 8
6.2 Medical Care Expenses 8
6.3 Claims for Benefits 8
6.4 Reimbursement or Payment of Expenses 9
6.5 Limitation of Benefits 9
6.6 Termination of Coverage 9
6.7 Location of Participant Unknown 10

TABLE OF CONTENTS
(continued)

Page

ARTICLE 7 NONDISCRIMINATION 10
7.1 Eligibility as to Participation and Benefits 10
7.2 Nondiscriminatory Eligibility Classifications 10
ARTICLE 8 HIPAA PRIVACY AND SECURITY 11
8.1 Use and Disclosure of Protected Health Information 11
8.2 Employer Certification 14
8.3 Adequate Separation Between the Plan and the Employer 15
8.4 Limitations of PHI Access and Disclosure 15
8.5 Noncompliance 15
ARTICLE 9 AMENDMENT, TERMINATION, CONSOLIDATION OR MERGER 16
9.1 Amendment 16
9.2 Termination of Adoption by Employer 16
9.3 Merger, Consolidation or Transfer 16
ARTICLE 10 ADMINISTRATION 17
10.1 Powers and Responsibilities of the Employer 17
10.2 Appointment of the Committee 17
10.3 Powers and Duties of the Committee 17
10.4 Resignation, Removal and Succession of the Committee 19
10.5 Employment of Agents and Advisers 20
10.6 Records and Reports 20
10.7 Information from Employer 20
10.8 Payment of Expenses 20
10.9 Appeal Procedure 20
10.10 Named Fiduciaries and Allocation of Responsibility 20
ARTICLE 11 MISCELLANEOUS 21
11.1 Alienation 21
11.2 Prohibition Against Diversion or Inurement 21
11.3 Essential Governmental Function/Integral Part Trust 21
11.4 Committee's Protective Clause 22

TABLE OF CONTENTS
(continued)

Page

11.5 Indemnification of Agents 22
11.6 Governing Law 23
11.7 Gender and Number 23
11.8 Provisions Relating to Insurance 23
11.9 Headings 23
11.10 Participant's Rights 23
11.11 Use of Electronic Media 24
11.12 Uniformity 24

[GOVERNMENTAL ENTITY]

POST-EMPLOYMENT MEDICAL EXPENSE REIMBURSEMENT PLAN

_____ (the "***Employer***"), as identified in the Post-Employment Medical Expense Reimbursement Plan Adoption Agreement (the "***Adoption Agreement***"), hereby adopts and establishes this Post-Employment Medical Expense Reimbursement Plan (the "***Plan***") for the benefit of its Eligible Employees and their Dependents.

ARTICLE 1
DEFINITIONS

Where the following words and phrases appear in this Plan, the Trust or the Adoption Agreement, they shall have the respective meaning set forth below, unless their context clearly indicates otherwise:

1.1 ***"Account"*** means a Participant's Account as described in Article 5.

1.2 ***"Adoption Agreement"*** means the Post-Employment Medical Expense Reimbursement Plan Adoption Agreement attached hereto and incorporated herein by reference, by which the Employer establishes and adopts this Post-Employment Medical Expense Reimbursement Plan for the benefit of its Eligible Employees.

1.3 ***"Break in Service"*** means a Plan Year during which an Employee fails to complete more than 500 Hours of Service.

1.4 ***"Code"*** means the Internal Revenue Code of 1986, as amended from time to time. Reference to any section or subsection of the Code includes reference to any comparable or succeeding provisions of any legislation which amends, supplements or replaces such section or subsection.

1.5 ***"Collective Bargaining Agreement"*** means a bona fide agreement between the Employer and Employee representatives provided that health and welfare benefits were the subject of good faith bargaining between such Employee representatives and the Employer. The term "Employee representatives" does not include an organization more than half of whose members are officers or executives of the Employer.

1.6 ***"Committee"*** means the individual, entity or group designated by the Employer in the Adoption Agreement pursuant to Section 10.2 hereof to administer the Plan on behalf of the Employer and the Participants.

1.7 ***"Compensation"*** means, with respect to an Employee, the total wages or salary, overtime, commissions, bonuses and any other taxable remuneration earned while an Employee of the Employer and actually paid (determined as elected in the Adoption Agreement) during the 12-month period elected in the Adoption Agreement. The Employer may elect in the Adoption Agreement to exclude as Compensation any amount which is contributed by the Employer pursuant to a salary reduction agreement and which is not includible in gross income under Code Section 125, 132(f), 402(e)(3), 402(h) or 403(b). The Employer may also elect in the Adoption Agreement to eliminate categories

of Compensation which do not result in discrimination in favor of Highly Compensated Individuals, including:

(a) Amounts paid in bonuses or overtime compensation;

(b) Contributions under a salary reduction agreement to a cash or deferred plan under Code Section 401(k) that was established before May 7, 1986, a Code Section 403(b) plan, a Code Section 457(b) plan or to a simplified employee pension plan under Code Section 408(k).

(c) Compensation in excess of a maximum amount specified.

1.8 ***"Covered Group"*** means those Employees whom the Employer has elected to cover under this Plan in the Adoption Agreement.

1.9 ***"Dependent"*** means, with respect to any Participant, any "dependent" within the meaning of Code Section 152, and a Participant's son, daughter, stepson or stepdaughter (including a legally adopted individual, an individual who is placed with the Participant for legal adoption, or a foster child who has been placed with the Participant by an authorized placement agency or by judgment, decree or other order of any court of competent jurisdiction) through the end of the calendar month in which the individual reaches age 26, regardless of student or marital status, financial dependence or where the individual resides, provided that the individual is not an employee of the Employer.

1.10 ***"Effective Date"*** means the date on which this Plan initially is effective, as set forth in the Adoption Agreement.

1.11 ***"Eligible Employee"*** means an Employee who is in a Covered Group and has satisfied the eligibility requirements set forth in the Adoption Agreement.

1.12 ***"Employee"*** means any individual who is considered to be in the legal employer-employee relationship with the Employer for federal tax withholding purposes.

1.13 ***"Employer"*** means .

1.14 ***"Entry Date"*** means the date on which an Eligible Employee commences participation in the Plan as elected by the Employer in the Adoption Agreement. After an Eligible Employee's Entry Date, such Eligible Employee shall be considered to be a Participant in the Plan.

1.15 ***"Fiduciary"*** means any person who: (i) exercises any discretionary authority or control with respect to the management of the Plan or exercises any authority or control with respect to the management or disposition of its assets; (ii) renders investment advice for a fee or other compensation, direct or indirect, with respect to any moneys or other property of the Plan or has any authority or responsibility to do so; or (iii) has any discretionary authority or discretionary responsibility in the administration of the Plan, including, but not limited to, the Trustee, the Employer and the Committee.

1.16 ***"Fund"*** or ***"Trust Fund"*** means the assets of the Plan held in trust, as the same shall exist from time to time, including earnings and appreciation thereon.

1.17 ***"Highly Compensated Individual"*** means, for purposes of testing whether the Plan meets the requirements of Code Section 105(h), an individual who is among the highest paid 25% of all Employees (other than employees described in Code Section 105(h)(3)(B) who are not participants in this Plan or in any self-insured medical or in a health maintenance organization plan maintained by the Employer). In calculating the highest paid 25% of all Employees, the number of Employees included will be rounded to the next highest number. The level of an Employee's Compensation is determined on the basis of the Employee's Compensation for the Plan Year. For purposes of the preceding sentence, fiscal year plans may determine Employee Compensation on the basis of the calendar year ending within the Plan Year.

1.18 ***"HIPAA"*** means the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, and the privacy and security regulations thereunder.

1.19 ***"Hour of Service"*** means (i) each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer, and (ii) each hour (up to a maximum of 501 hours) for which an Employee is paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or authorized leave of absence. Hours of Service shall be determined as provided in the Adoption Agreement.

Solely for purposes of determining whether a Break in Service, as defined in Section 1.3, for purposes of participation and earning of benefits has occurred in a computation period, an individual who is absent from work for maternity or paternity reasons shall receive credit for the Hours of Service which would otherwise have been credited to such individual but for such absence, or in any case in which such hours cannot be determined, eight Hours of Service per day for such absence. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence by reason of the pregnancy of the individual, by reason of a birth of a child of the individual, by reason of the placement of a child with the individual in connection with the adoption of such child by such individual or for purposes of caring for such child for a period beginning immediately following such birth or placement. The Hours of Service credited under this paragraph shall be credited in the computation period in which the absence begins if the crediting is necessary to prevent a Break in Service in that period, or in all other cases, in the following computation period. No more than 501 hours will be credited under this paragraph.

1.20 ***"Investment Manager"*** means any person, firm or corporation who is a registered investment adviser under the Investment Advisers Act of 1940, a bank or an insurance company, and (i) who has the power to manage, acquire or dispose of Plan assets, and (ii) who acknowledges in writing his Fiduciary responsibility to the Plan.

1.21 ***"Medical Care Expense"*** means, subject to any limitation set forth in the Adoption Agreement, an expense incurred by a Participant or his or her Dependent for "medical care" as defined in Code Section 213 (including without limitation amounts paid for hospital bills, doctor and dentist bills and payments for prescription drugs) and excludable from income under Code Sections 105 and 106, but only to the extent that the

Participant or Dependent incurring the expense is not reimbursed for the expense through insurance or otherwise (other than under this Plan).

1.22 ***"Participant"*** means any Eligible Employee as of his or her Entry Date who has not for any reason become ineligible to participate in the Plan.

1.23 ***"Plan"*** means the Post-Employment Medical Expense Reimbursement Plan adopted by the Employer under this document, the Adoption Agreement and the Trust, including all amendments thereto, all of which are incorporated by reference and made a part hereof.

1.24 ***"Plan Year"*** means the Plan's accounting year of 12 consecutive months designated by the Employer in the Adoption Agreement.

1.25 ***"Policy"*** means an insurance policy or policies, either group or individual, issued by an insurer, as attached hereto and made a part hereof.

1.26 ***"Protected Health Information"*** or ***"PHI"*** means information, as defined under HIPAA, that: relates to the past, present or future physical or mental condition of an individual, provision of health care to an individual or payment for such health care; can either identify the individual or there is a reasonable basis to believe the information can be used to identify the individual; and is received or created by or on behalf of the Plan.

1.27 ***"Separation from Service"*** means a Participant's severance from employment with the Employer for any reason, including retirement, within the meaning of Section 1.401(k)-1(d)(2) of the Treasury Regulations. A Participant shall be deemed to have separated from service with the Employer for purposes of the Plan when, in accordance with the personnel practices of the Employer, the employment relationship is considered actually terminated.

1.28 ***"Third Party Administrator"*** or ***"TPA"*** means the person or entity responsible for administering claims and such other duties under the Plan as designated by the Committee.

1.29 ***"Trust"*** means the separate trust or trusts created pursuant to this Plan, incorporated herein by reference.

1.30 ***"Trustee"*** means the person or persons named or appointed as trustee under the Trust forming a part of this Plan, and his, her, their or its successors.

1.31 ***"Years of Service"*** means the computation period of 12 consecutive months, set forth in the Adoption Agreement, during which an Employee is credited by the Employer with the number of Hours of Service specified in the Adoption Agreement. Notwithstanding the foregoing, a Participant shall be credited with a Year of Service for any Plan Year in which he or she performs an average of 30 Hours of Service per week or is credited with 1,000 Hours of Service total.

Years of Service for eligibility to participate in the Plan, for allocation of Employer contributions and for earning of benefits may be different, as elected in the Adoption Agreement. To determine Years of Service and Breaks in Service for purposes of

eligibility, the 12-consecutive month period shall commence on the date on which an Employee first performs an Hour of Service for the Employer and each anniversary thereof, such that the succeeding 12-consecutive month period commences with the Employee's first anniversary of employment and so on.

ARTICLE 2
ELIGIBILITY AND PARTICIPATION

2.1 CONDITIONS OF ELIGIBILITY

An Employee who is a member of a Covered Group and has satisfied the applicable age and service requirements set forth in the Adoption Agreement shall become a Participant in this Plan. The Employer shall give each Participant written notice of his or her participation in the Plan, which notice may be in the form of a copy of the explanation of benefits.

2.2 PARTICIPATION

Employees who meet the eligibility requirements in the Adoption Agreement on the Effective Date of the Plan shall become Participants as of such date. If so elected in the Adoption Agreement, all Employees employed on the Effective Date of the Plan shall participate as of the Effective Date, even if they have not satisfied the Plan's specified eligibility requirements. Other Employees shall become Participants on the Entry Date coinciding with or immediately following the date on which they meet the eligibility requirements specified in the Adoption Agreement provided that they are still employed on such Entry Date. A former Participant who returns to the employ of the Employer shall again become a Participant as of the next Entry Date.

2.3 CHANGE IN CLASSIFICATION OF EMPLOYMENT

In the event an Employee who is not a member of a Covered Group subsequently becomes a member of a Covered Group, such Employee shall participate immediately if he or she has satisfied the minimum age and service requirements and would have previously become a Participant had he or she been a member of a Covered Group. In the event a Participant becomes ineligible to participate because he or she is no longer a member of a Covered Group, such Employee may participate immediately upon his or her return to a Covered Group.

2.4 ENROLLMENT FORM

(a) Each Eligible Employee shall automatically be a Participant in this Plan as of the Participant's Entry Date; however, in order to receive benefits hereunder, an Eligible Employee shall enroll on a form provided by the Employer and agree to the terms of this Plan. The enrollment form shall be filed on or before the Participant's Entry Date and shall be effective upon filing.

(b) An Eligible Employee whose eligibility to participate hereunder is provided for under a Collective Bargaining Agreement shall participate in the Plan as provided for in the Adoption Agreement. Upon ratification by the collective bargaining unit, the adoption of the Plan by the members of such unit shall be presumed to be voluntary with respect to Eligible Employee, and no additional action or application shall be required in order to participate hereunder.

(c) Upon the acceptance of any benefits under this Plan, a Participant shall automatically be bound by the terms and conditions of this Plan and all amendments hereto.

2.5 ENTRY DATE

An Eligible Employee shall become a Participant as of the Entry Date set forth in the Adoption Agreement. A Dependent shall participate as of the related Participant's Entry Date.

2.6 DETERMINATION OF ELIGIBILITY

The Committee shall determine the eligibility of each Employee to participate in the Plan based upon information furnished by the Employer. Such determination shall be conclusive and binding upon all persons, as long as the same is made in accordance with this Plan and the Collective Bargaining Agreement, if applicable.

2.7 OMISSION OF A PARTICIPANT

If in any Plan Year any person who should be included as a Participant in the Plan is erroneously omitted and discovery of such omission is not made until after a contribution by the Employer for the Plan Year has been made, the Employer shall make a subsequent contribution with respect to the omitted Participant in the amount that the Employer would have contributed with respect to him or her had he or she not been omitted, plus interest computed at the current rate to the date of such subsequent contribution.

ARTICLE 3
AFTER-TAX EMPLOYEE CONTRIBUTION ELECTIONS

3.1 ELECTION PROCEDURES

If voluntary after-tax Employee contributions are selected by the Employer under the Adoption Agreement, the Committee shall provide an election form to each Participant prior to the Participant's Entry Date. An election shall be valid for the coverage period for which it is made (as selected in the Adoption Agreement) and for each subsequent coverage period unless the Participant files a new election form with the Committee during a subsequent election period, provided that certain elections may be irrevocable, in which case there shall be no opportunity to file a new election form. A completed election form must be returned to the Committee on or before the first day of the coverage period to which it applies or, in the case of a new Participant, on or before the Participant's Entry Date into the Plan.

3.2 INITIAL ELECTION FOR NEW EMPLOYEES

A new Employee shall receive an election form when the Employee becomes eligible to participate in this Plan. The completed election form must be returned to the Committee on or before the Employee's entry into the Plan. The election shall be effective as soon as administratively feasible.

3.3 IRREVOCABILITY OF ELECTION

A Participant may not revoke or otherwise change an election after the coverage period begins until the next election period, if at all, or as otherwise provided in the Adoption Agreement.

ARTICLE 4
CONTRIBUTIONS

4.1 CONTRIBUTIONS

Contributions to Participant Accounts shall be made as set forth in the Adoption Agreement and, with respect to Employee elective contributions, if any, as provided in the election form furnished by the Committee and completed by the Participant.

4.2 TYPES OF CONTRIBUTIONS

Contributions may consist of any one or more of the following, as set forth in the Adoption Agreement:

(a) Annual mandatory Employer contributions based on a fixed percentage of a Participant's Compensation or a set dollar amount

(b) Annual discretionary Employer contributions

(c) Employer contributions as otherwise described in the Adoption Agreement

(d) One-time Employer contribution made at Separation from Service or at such other time as elected by the Employer

(e) Mandatory pre-tax Employee contributions

(f) Voluntary after-tax Employee contributions

(g) Mandatory conversion of accrued vacation time and/or sick leave

4.3 MISTAKE OF FACT

In the event an Employer contribution is made due to a mistake of fact, such contribution shall be returned to the Employer within one year after the payment of the contribution.

4.4 RESPONSIBILITY FOR CONTRIBUTIONS

The Employer shall have sole responsibility to determine the amount of contributions to the Plan. The Trustee shall not be required to determine if the Employer or an Employee has made a contribution or if the amount contributed is in accordance with the Adoption Agreement or with any applicable law.

ARTICLE 5
ACCOUNTS

5.1 PARTICIPANT ACCOUNTS

(a) The Committee shall keep an Account for each Participant for whom amounts are contributed pursuant to Article 4 hereof and any adjustments to such Account provided in this article.

(b) Contributions shall be allocated to Participants in accordance with the allocation formula(s) selected by the Employer in the Adoption Agreement and the election form as furnished by the Committee and completed by the Employee.

5.2 EXPENSES AND FEES

The Employer is authorized to reimburse the Trust Fund for all expenses and fees incurred in the administration of the Plan or Trust and paid out of the assets of the Fund. Such expenses shall include, but shall not be limited to, fees for professional services, printing and postage. Brokerage commissions may not be reimbursed. Apportionment of administration fees between the Employer and Participants shall be determined in accordance with the Employer's election in the Adoption Agreement.

ARTICLE 6
PAYMENT OF PLAN BENEFITS

6.1 PLAN BENEFITS

Plan benefits shall be paid from the Trust Fund in accordance with this Article 6, at such times and in accordance with the elections made by the Employer in the Adoption Agreement, or as otherwise directed by the Committee.

6.2 MEDICAL CARE EXPENSES

Plan benefits shall be limited to payment or reimbursement of Medical Care Expenses which are excludable from income under Code Sections 105 and/or 106 and which are incurred by Participants and their Dependents at any time following the Participant's Separation from Service with the Employer or death.

6.3 CLAIMS FOR BENEFITS

(a) A Participant may apply to the TPA for reimbursement of Medical Care Expenses incurred by the Participant or his or her Dependent at any time following his or her Separation from Service with the Employer by submitting an application in writing to the TPA, in such form as the TPA may prescribe, setting forth:

(i) The amount, date and nature of the expense with respect to which a benefit is requested;

(ii) The name of the person, organization or entity to which the expense was or is to be paid;

(iii) The name of the person for whom the expense was incurred and, if such person is not the Participant requesting the benefit, the relationship of such person to the Participant; and

(iv) The amount recovered or expected to be recovered, under any insurance arrangement or other plan, with respect to the expense.

Such application shall be accompanied by bills, invoices, receipts, canceled checks or other statements showing the amounts of such expenses, together with any additional documentation which the TPA may request.

In the event the Participant's claim for a benefit is denied by the TPA, he or she may submit an appeal with the Committee in accordance with the procedures set forth in Section 10.9.

(b) Claims under an insurance Policy shall be submitted and reviewed in accordance with the claims procedures set forth under such Policy.

6.4 REIMBURSEMENT OR PAYMENT OF EXPENSES

A Participant shall be reimbursed for Medical Care Expenses incurred at any time following his or her Separation from Service with the Employer for which the Participant submits a written application and documentation in accordance with Section 6.3, provided that his or her coverage has not terminated pursuant to Section 6.6.

6.5 LIMITATION OF BENEFITS

No benefits payable hereunder to any Participant or Dependent shall exceed the amount vested in the Participant's Account(s). In no event shall the Trustee be directed to pay amounts in excess of the amount vested in the Participant's Account(s). In the event there are insufficient Trust assets to pay in full any benefit for which the Participant is otherwise eligible, neither the Committee, the Employer, the Trustee nor the TPA shall bear any liability to any Participant or Dependent on account of such insufficiency.

6.6 TERMINATION OF COVERAGE

(a) The right of a Participant to receive reimbursement under this Plan shall terminate upon the earlier of:

(i) The depletion of the Participant's Account(s); or

(ii) The death of the Participant.

(b) Subject to the terms of the Adoption Agreement, in the event that amounts remain in a Participant's Account(s) after the death of the Participant, such amounts shall be available to reimburse Medical Care Expenses of the Participant's Dependents. In the event that there is no Dependent, any remaining amount shall be forfeited and applied to offset or reduce administrative expenses of the Plan or Employer contributions, or allocated as additional Employer contributions to Participants, as

determined in accordance with the Employer's election in the Adoption Agreement.

(c) RECEIPT AND RELEASE FOR PAYMENTS

Any payment to any Participant, his or her legal representative, Dependent, or to any guardian or committee appointed for such Participant or Dependent in accordance with the provisions of this Plan, shall, to the extent thereof, be in full satisfaction of all claims hereunder against the Committee and the Employer, either of whom may require such Participant, legal representative, Dependent, guardian or committee, as a condition precedent to such payment, to execute a receipt and release thereof in such form as shall be determined by the Committee.

6.7 LOCATION OF PARTICIPANT UNKNOWN

In the event that all, or any portion, of an amount payable to a Participant or his or her Dependent hereunder shall, at the expiration of five years after it shall become payable, remain unpaid solely by reason of the inability of the Committee, after sending a registered letter, return receipt requested, to the last known address, and after further diligent effort, to ascertain the whereabouts of such Participant or his or her Dependent, the amount so distributable shall remain in the Trust to be used as part of the general Trust Fund.

ARTICLE 7
NONDISCRIMINATION

7.1 ELIGIBILITY AS TO PARTICIPATION AND BENEFITS

The Plan is intended not to discriminate in favor of Highly Compensated Individuals as to eligibility to participate or as to Employer contributions and benefits, in accordance with the provisions of Code Section 105(h), to the extent applicable. Such provisions shall not apply to the Plan or any Policy for insurance hereunder unless required by law.

7.2 NONDISCRIMINATORY ELIGIBILITY CLASSIFICATIONS

(a) Although discrimination will depend on the facts and circumstances, the Plan will not be discriminatory if the Plan benefits (i) 70% or more of all Employees, or (ii) 80% or more of all Eligible Employees if 70% or more of all Employees are eligible to benefit under the Plan.

(b) For purposes of paragraph (a) above, there may be excluded from consideration:

(i) Employees who have not completed three Years of Service;

(ii) Employees who have not attained age 25;

(iii) Part-time or seasonal Employees;

(iv) Employees not included in the Plan who are included in a unit of Employees covered by a Collective Bargaining Agreement; and

(v) Employees who are nonresident aliens and who receive no earned income (within the meaning of Code Section 911(d)(2)) from the Employer which

constitutes income from sources within the United States (within the meaning of Code Section 861(a)(3)).

ARTICLE 8
HIPAA PRIVACY AND SECURITY

8.1 USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

The Plan may use PHI to the extent of and in accordance with the uses and disclosures permitted by HIPAA. Specifically, the Plan may use and disclose PHI for the purposes described below:

(a) **Treatment.** The Plan may use and disclose an individual's PHI for the provision, coordination or management of health care and related services to the individual and for consultations and referrals between one or more of the individual's health care providers.

(b) **Payment.** Payment includes activities undertaken by the Plan to obtain premiums or determine or fulfill its responsibility for coverage and provision of Plan benefits that relate to an individual to whom health care is provided. These activities include, but are not limited to, the following:

(i) Determination of eligibility, coverage and cost sharing amounts (for example, cost of a benefit, plan maximums and copayments as determined for an individual's claim);

(ii) Coordination of benefits;

(iii) Adjudication of benefit claims (including appeals and other payment disputes);

(iv) Subrogation of benefit claims;

(v) Establishing Employee contributions;

(vi) Risk adjusting amounts due based on enrollee health status and demographic characteristics;

(vii) Billing, collection activities and related health care data processing;

(viii) Claims management and related health care data processing, including auditing payments, investigating and resolving payment disputes and responding to Participant inquiries about payments;

(ix) Obtaining payment under a contract for reinsurance (including stop loss and excess of loss insurance);

(x) Medical necessity reviews or reviews of appropriateness of care or justification of charges;

(xi) Utilization review, including precertification, preauthorization, concurrent review and retrospective review;

(xii) Disclosure to consumer reporting agencies related to the collection of premiums or reimbursement (the following PHI may be disclosed for payment purposes: name and address, date of birth, Social Security number, payment history, account number and name and address of the provider and/or health plan); and

(xiii) Reimbursement to the Plan.

(c) **Health Care Operations.** Health care operations include, but are not limited to, the following activities:

(i) Quality assessment;

(ii) Population based activities relating to improving health or reducing health care costs, protocol development, case management and care coordination, disease management, contacting health care providers and patients with information about treatment alternatives and related functions;

(iii) Rating provider and Plan performance, including accreditation, certification, licensing or credentialing activities;

(iv) Underwriting, premium rating and other activities relating to the creation, renewal or replacement of a contract of health insurance or health benefits, and ceding, securing or placing a contract for reinsurance of risk relating to health care claims (including stop loss insurance and excess of loss insurance);

(v) Conducting or arrangement for medical review, legal services and auditing functions, including fraud and abuse detection and compliance programs;

(vi) Business planning and development, such as conducting cost management and planning related analyses related to managing and operating the Plan, including formulary development and administration, development or improvement of payment methods or coverage policies;

(vii) Business management and general administrative activities of the Plan, including, but not limited to management activities relating to the implementation of and compliance with HIPAA's administrative simplification requirements, or customer service, including the provision of data analyses for policyholders, plan sponsors or other customers;

(viii) Resolution of internal grievances;

(ix) Due diligence in connection with the sale or transfer of assets to a potential successor in interest, if the potential successor in interest is a "covered entity" under HIPAA or, following completion of the sale or transfer, will become a covered entity;

(x) Use for the health care operations of the organized health care arrangement of this Plan.

(d) **Business Associates.** The Plan may disclose PHI to a business associate of the Plan who provides legal, actuarial, accounting, consulting or administrative services to the Plan provided that a business associate agreement is in place between the Plan and the business associate.

(e) **Employer.** The Plan may disclose PHI to the Employer for purposes of administering the Plan provided that the Employer certifies compliance with HIPAA. Such purposes include: claims appeals, case management, Participant claim resolution, enrollment/disenrollment, obtaining premium bids, modifying or terminating the Plan.

(f) **Regulatory or Legal Proceedings.** The Plan may disclose PHI in response to a court or administrative order. The Plan may also disclose such information in response to a subpoena, discovery request or other lawful legal process but efforts will be made to contact the individual to tell them about the request or to obtain an order protecting the information requested.

(g) **Worker's Compensation.** The Plan may release PHI about an individual for worker's compensation or similar programs that provide benefits for work-related injuries or illness.

(h) **Health Oversight Activities.** The Plan may disclose PHI to a health oversight agency for activities authorized by law. These oversight activities include audits, investigations and inspections.

(i) **Public Health Activities.** The Plan may disclose PHI for public health activities. These activities generally include the following:

(i) Prevent or control disease, injury or disability;

(ii) Report abuse, neglect or domestic violence;

(iii) Report to the Food and Drug Administration reactions to medications or problems with products; and

(iv) Report disease or infection exposure.

(j) **Serious Threat to Health or Safety.** The Plan may use and disclose PHI when necessary to prevent a serious threat to the health and safety of an individual or another person.

(k) **Law Enforcement or Specific Government Functions.** The Plan also may release PHI to law enforcement officials for the following purposes:

(i) Pursuant to a court order, warrant or subpoena/summons;

(ii) Identifying or locating a suspect, fugitive, material witness or missing person; or

(iii) For reporting suspected criminal activity.

(l) **Treatment Alternatives and Health-Related Services.** The Plan may use and disclose PHI to inform an individual about or recommend possible treatment options or alternatives or health-related benefits or services that may be of interest to the individual.

(m) **Individuals Involved in Your Care or Payment for Your Care.** Unless the individual objects, the Plan may release an individual's PHI to a friend or family member who is involved in the individual's medical care or to someone who is involved in payment of the individual's medical care.

(n) **Coroner, Medical Examiners, Funeral Homes.** The Plan may release PHI to a coroner, medical examiner or funeral director as necessary for them to carry out their duties. The Plan may also release PHI to an organization involved in the donation of organs if the individual is an organ donor.

(o) **As Required by Law.**

(p) **As Permitted by the Participant's Valid Authorization.**

8.2 EMPLOYER CERTIFICATION

The Employer agrees to:

(a) Not use or further disclose PHI other than as permitted or required by the Plan or as required by law;

(b) Ensure that any agents, including a subcontractor, to whom the Employer provides PHI received from the Plan agree to: (i) the same restrictions and conditions that apply to the Employer with respect to such PHI; and (ii) implement reasonable and appropriate security measure to protect the information;

(c) Not use or disclose PHI for employment-related actions and decisions unless authorized by the individual;

(d) Not use or disclose PHI in connection with any other benefit or employee benefit plan of the Employer unless authorized by the individual;

(e) Report to the Plan any use or disclosure of PHI that is inconsistent with the uses or disclosures provided for or any security incident of which it becomes aware;

(f) Make PHI available to an individual in accordance with HIPAA's access requirements;

(g) Make PHI available for amendment and incorporate any amendments to PHI in accordance with HIPAA;

(h) Make available the information required to provide an individual with an accounting of disclosures;

(i) Make internal practices, books and records relating to the use and disclosure of PHI received from Plan available to the Secretary of Health and Human Services for the purposes of determining the Plan's compliance with HIPAA;

(j) If feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form, and retain no copies of such PHI when no longer needed for the purpose for which such disclosure was made (or if return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction infeasible);

(k) Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI that the Employer creates, receives, maintains or transmits on behalf of the Plan; and

(l) Ensure that the adequate separation described in Section 8.3 is supported by reasonable and appropriate security measures.

8.3 ADEQUATE SEPARATION BETWEEN THE PLAN AND THE EMPLOYER

Only the Employees or classes of Employees designated by the Employer in the Adoption Agreement may be given access to PHI.

8.4 LIMITATIONS OF PHI ACCESS AND DISCLOSURE

The persons described in Section 8.3 may only have access to and use and disclose PHI for Plan administration functions that the Employer performs for the Plan.

8.5 NONCOMPLIANCE

The persons described in Section 8.3 shall be subject to disciplinary action up to and including termination of employment with the Employer for any use or disclosure of PHI in violation of this Article 8. The Employer shall promptly report any such violation to the Plan and shall cooperate with the Plan to correct the violation, impose additional disciplinary action on each Employee or other workforce member causing the violation and mitigate any deleterious effect of the violation.

ARTICLE 9
AMENDMENT, TERMINATION, CONSOLIDATION OR MERGER

9.1 AMENDMENT

Subject to the terms of a governing Collective Bargaining Agreement, if applicable, the Plan may be amended by the Employer at any time and from time to time, except that no such amendment shall permit the return or reversion to the Employer of any part of the Trust Fund (unless all liabilities hereunder have been satisfied), nor permit the use or application of the Trust for the benefit of anyone other than Participants and their Dependents, and no such amendment which affects the rights of the Committee may be made without the Committee's written consent.

9.2 TERMINATION OF ADOPTION BY EMPLOYER

Subject to the terms of a governing Collective Bargaining Agreement, if applicable, the Employer shall have the right at any time to terminate the Plan by delivering to the Committee written notice of termination. If the Plan is terminated or if there is a complete discontinuance of contributions, all amounts credited to the Accounts of Participants shall become nonforfeitable, if not already nonforfeitable. In the event of termination, the Committee may direct the complete distribution of the Accounts in the Trust Fund to Participants as soon as the Committee deems it to be in the best interests of the Participants.

9.3 MERGER, CONSOLIDATION OR TRANSFER

This Plan may be merged or consolidated with, or its assets and/or liabilities may be transferred to or from another plan on such terms and conditions as the Committee, acting pursuant to the direction of the Employer, shall deem appropriate.

(a) In the case of any merger or consolidation of the Plan with, or transfer of assets or liabilities of the Plan to any other plan, each Participant in the Plan shall be entitled to receive benefits immediately after the merger, consolidation, or transfer which are equivalent to or greater than the benefits the Participant would have received if the Plan had terminated immediately before the merger, consolidation or transfer.

(b) In the event that the Trustee is an institution, that corporation into which the Trustee or any successor trustee may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Trustee or any successor trustee may be a party, or any corporation to which all or substantially all the trust business of the Trustee or any successor trustee may be transferred, shall be the successor of such Trustee without the filing of any instrument or performance of any further act, before any court.

(c) The Committee may direct the Trustee to transfer the interest of a Participant to, or accept funds transferred from, another plan forming part of an integral part trust meeting the requirements of Code Section 115 maintained by such Participant's new or previous employer and represented by said trustee in writing as meeting the requirements of the Code, provided that the trust to which such transfers are made permits the transfer to be made. The Committee shall maintain

records with respect to the separate Participant's transferred contribution account on behalf of the Employer and the Participant with respect to the amount transferred.

ARTICLE 10
ADMINISTRATION

10.1 POWERS AND RESPONSIBILITIES OF THE EMPLOYER

The Employer shall have the following duties, powers and responsibilities with regard to the administration of the Plan:

(a) To appoint and remove the Trustee and the Committee from time to time as it deems necessary for the proper administration of the Plan to assure that the Plan is being operated for the benefit of Participants and their Dependents in accordance with the terms of this Plan, the Adoption Agreement, the Trust, the Code and other applicable federal and state laws and any applicable Collective Bargaining Agreement.

(b) To periodically review the performance of any Fiduciary or other person to whom duties have been delegated or allocated under the provisions of this Plan or pursuant to procedures established hereunder. This requirement may be satisfied by formal periodic review by the Employer or by a qualified person specifically designated by the Employer, through day-to-day conduct and evaluation, or through other appropriate ways.

10.2 APPOINTMENT OF THE COMMITTEE

The Committee means the Employer or a person or committee designated by the Employer in the Adoption Agreement. The Committee is a named Fiduciary for operation and management of the Plan and shall have the powers and duties set forth below.

10.3 POWERS AND DUTIES OF THE COMMITTEE

The primary responsibility of the Committee is to administer the Plan in accordance with the Code and other applicable laws, subject to the specific terms of the Plan. The Committee shall administer the Plan in accordance with its terms and shall have the power and discretion to construe the terms of the Plan and to determine all questions arising in connection with the administration, interpretation and application of the Plan. Any such determination by the Committee shall be conclusive and binding upon all persons. The Committee may establish procedures, correct any defect, supply any information or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan; provided, however, that any procedure, discretionary act, interpretation or construction shall be consistent with the intent that the Trust shall be deemed to be an integral part trust under Code Section 115. The Committee shall have all powers necessary or appropriate to accomplish its duties under this Plan.

The Committee shall be charged with the duties of the general administration of the Plan, including the following:

(a) The Committee shall establish a "funding policy and method", i.e., determine whether the Plan has a short-run need for liquidity (e.g., to pay benefits) or whether liquidity is a long-term goal and investment growth (and stability of same) is a more current need, or shall appoint a qualified person to do so. The Employer or its delegate shall communicate such needs and goals to the Trustee and to the Committee;

(b) To appoint an Investment Manager to manage the assets of the Plan. In such event, the Trustee shall follow the written directions of the Investment Manager in investing the assets of the Plan managed by the Investment Manager;

(c) The discretion to determine all questions relating to the eligibility of Employees to participate or continue participation hereunder and to receive benefits under the Plan;

(d) To compute, certify and direct the Trustee with respect to the amount and the kind of benefits to which any Participant or Dependent shall be entitled hereunder;

(e) To authorize and direct the Trustee with respect to all nondiscretionary or otherwise directed disbursements from the Trust;

(f) To maintain all necessary records for the administration of the Plan;

(g) To determine the size and type of any Policy or Policies to be purchased from any insurer, to designate the insurer from which such Policy shall be purchased, and to direct the Trustee with respect to the purchase thereof. All Policies shall be issued on a uniform basis with respect to all Participants under similar circumstances;

(h) To compute and certify to the Employer and to the Trustee from time to time the sums of money necessary or desirable to be contributed to the Trust Fund;

(i) To consult with the Employer regarding the short-term and long-term liquidity needs of the Plan in order that the Employer can exercise any investment discretion in a manner designed to accomplish specific objectives;

(j) To provide information to any Participant regarding his or her participation in and rights, benefits or elections available under the Plan, including the administration of all claims procedures;

(k) To communicate to Participants an explanation of benefits outlining the provisions of the Plan;

(l) To appoint the Plan's attorney, accountant, actuary, custodian or any other party needed to administer the Plan or the Fund;

(m) To direct the Trustee or custodian with respect to payments from the Fund;

(n) To file returns and reports, if any, with the Internal Revenue Service or any other governmental agency;

(o) To review and approve any financial reports, investment reviews or other reports prepared by any party appointed by the Employer under paragraph (a) above; and

(p) To interpret or construe the provisions of the Plan, to resolve any question of Plan interpretation and to make and publish such rules for regulation of the Plan as are consistent with the terms hereof. The Committee's interpretation of Plan provisions, including eligibility and benefits under the Plan, is final, and, unless it can be shown to be arbitrary and capricious, will not be subject to "de novo" review.

10.4 RESIGNATION, REMOVAL AND SUCCESSION OF THE COMMITTEE

(a) The Committee may resign at any time by mailing by registered or certified mail written notice of such resignation addressed to such Employer, at least 60 days before the effective date thereof.

(b) The Employer may remove the Committee by mailing by registered or certified mail addressed to such Committee at its last known address, at least 60 days before the effective date thereof, a written notice of its removal and a copy certified by the Employer of the resolution adopted effecting its removal.

(c) Upon the death, resignation, incapacity, dissolution or removal of any Committee, the Employer shall, prior to the effective date thereof, appoint a successor Committee. Upon being notified of such appointment, the Committee shall deliver its records to its successor on the effective date of the resignation or removal, or as soon thereafter as is practicable, and such delivery shall not waive any lien the Committee may have upon the Trust Fund for its compensation or expenses.

(d) In the event that the Employer does not name a successor Committee by the effective date of the removal or resignation of the Committee, the Employer shall be deemed the successor Committee.

(e) The successor Committee, upon accepting such appointment in writing and delivering same to the Employer, shall, without further act, become vested with all the estate, rights, powers, discretions and duties of his predecessor with like respect as if it were originally named as the Committee herein. Until such a successor is appointed, the remaining Committee shall have full authority to act under the terms of this Plan.

(f) The Employer may designate a successor Committee prior to the resignation or removal of a Committee. In the event a successor is so designated by the Employer and accepts such designation, the successor shall, without further action, become vested with all the estate, rights, powers, discretions and duties of its predecessor with the like effect as if it were originally named as Committee herein immediately upon the death, resignation, incapacity or removal of its predecessor.

10.5 EMPLOYMENT OF AGENTS AND ADVISERS

The Committee, in furtherance of its duties and pursuant to its powers enumerated in Section 10.3, may employ counsel, specialists, contract administrative agents and advisers, and other persons as the Committee, in its sole discretion, deems necessary or desirable for the administration of this Plan.

10.6 RECORDS AND REPORTS

The Employer and the Committee shall keep a record of all actions taken and shall keep all other books of accounts, records and other data that may be necessary for proper administration of the Plan and shall be responsible for supplying all information and reports to the Internal Revenue Service, Participants and others as required by law.

10.7 INFORMATION FROM EMPLOYER

To enable the Committee to perform its functions, the Employer shall supply full and timely information to the Committee on all matters relating to the Compensation of all Participants, their Hours of Service, their Years of Service, their Separation from Service, retirement, death or disability and such other pertinent facts as the Committee may require; and the Committee shall advise the Trustee of such of the foregoing facts as may be pertinent to the Trustee's duties under the Plan. The Committee may rely upon such information as is supplied by the Employer and shall have no duty or responsibility to verify such information.

10.8 PAYMENT OF EXPENSES

All reasonable expenses of administration may be paid out of the Trust Fund unless paid by the Employer. Such expenses shall include any expenses incident to the functioning of the Committee or of the Trustee, including, but not limited to, fees of accountants, counsel and other specialists and their agents and other costs of administering the Plan. Until paid, the expenses shall constitute a liability of the Trust Fund.

10.9 APPEAL PROCEDURE

If a Participant has submitted a complete request for reimbursement to the TPA, and the TPA has denied his or her request for benefits, the Participant (or his or her duly authorized representative) can request that the Committee review the TPA's decision by using the procedures described below. The Participant's request for an appeal must be in writing and filed with the Committee within 60 days of the TPA's denial of his or her claim. The Committee will review the appeal and notify such person of its decision in writing. The decision on review will be made within 90 days after the appeal is received by the Committee (or within 180 days if special circumstances require an extension of time for processing the request). If the decision on review is not made within such period or no notice is issued to the Participant, the claim will be considered denied. A denial by the Committee will be final, binding and non-appealable.

10.10 NAMED FIDUCIARIES AND ALLOCATION OF RESPONSIBILITY

The named Fiduciaries of this Plan are: (i) the Committee; (ii) the Trustee; (iii) the Employer; and (iv) any Investment Manager appointed hereunder. The named Fiduciaries shall have only those specific powers, duties, responsibilities and obligations as are specifically given

to them under this Plan and in the Trust. Each named Fiduciary warrants that any directions given, information furnished, or action taken by it shall be in accordance with the provisions of this Plan, authorizing or providing for such direction, information or action. Furthermore, each named Fiduciary may rely upon any such direction, information or action of another named Fiduciary as being proper under this Plan and is not required under this Plan to inquire into the propriety of any such direction, information or action. It is intended under this Plan that each named Fiduciary shall be responsible for the proper exercise of its own powers, duties, responsibilities and obligations under this Plan. No named Fiduciary guarantees the Trust Fund in any manner against investment loss or depreciation in asset value. Any person or group may serve in more than one Fiduciary capacity.

ARTICLE 11
MISCELLANEOUS

11.1 ALIENATION

(a) Except as provided in paragraph (c) below, no benefit which shall be payable under the Plan to any person shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge the same shall be void; and no such benefit shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any such person, nor shall it be subject to attachment or legal process for or against such person, and the same shall not be recognized by the Committee, except to such extent as may be required by law.

(b) In the event a Participant's benefits are garnished or attached by order of any court, the Committee may bring an action for a declaratory judgment in a court of competent jurisdiction to determine the proper recipient of the benefits to be paid by the Plan. During the pendency of said action, any benefits that become payable shall be paid into the court as they become payable, to be distributed by the court to the recipient it deems proper at the close of said action.

(c) This provision shall not apply to an eligible medical child support order. The Committee shall establish written procedures to validate the status of such orders and to administer payments thereunder.

11.2 PROHIBITION AGAINST DIVERSION OR INUREMENT

It shall be impossible by operation of the Plan or by termination thereof, by power of revocation or amendment, by the happening of any contingency, by collateral arrangement or by any other means, for any part of assets of the Trust Fund maintained pursuant to the Plan or any funds contributed thereto, to be used for, or diverted to, or to inure (other than through the payment of benefits provided under the terms of the Plan) to the benefit of any private shareholder or individual.

11.3 ESSENTIAL GOVERNMENTAL FUNCTION/INTEGRAL PART TRUST

(a) The Employer intends that this Plan and the Trust be tax exempt under Code Section 115 and that the benefits payable hereunder be tax exempt under Code

Sections 105 and/or 106. Should the Commissioner of the Internal Revenue Service or his or her delegate at any time determine that the Plan and Trust fail to meet the requirements of the Code, the Employer will amend the Plan and Trust as necessary to maintain its tax-exempt status.

(b) Notwithstanding anything herein to the contrary, if the Commissioner of the Internal Revenue Service or his or her delegate should determine that the Trust does not qualify as a tax exempt trust under Code Section 115 and such determination is not contested, or if contested, is finally upheld, then the Plan shall be void *ab initio* and the Committee shall direct the Trustee to return all amounts contributed to the Plan, less expenses paid, within one year and the Plan and Trust shall terminate, and the Committee and Trustee shall be discharged from all further obligations.

11.4 COMMITTEE'S PROTECTIVE CLAUSE

(a) Neither the Committee nor its successor shall be responsible for the validity of any Policy issued hereunder or for the failure on the part of the insurer to make payments provided by any such Policy, or for the action of any person which may delay payment or render a Policy null and void or unenforceable in whole or in part.

(b) In the event any lawsuit, claim or proceeding is brought involving the Plan or the Trust in which the Committee is named as a defendant, and such claim, suit or proceeding is resolved in favor of the Committee, they shall be entitled to be reimbursed from the Trust Fund for any and all costs, attorneys' fees and other expenses pertaining thereto incurred for which the Committee shall have become liable.

11.5 INDEMNIFICATION OF AGENTS

The Committee shall indemnify and hold harmless its appointed agents from all loss or liability (including expenses and reasonable attorneys' fees) to which such agent may be subject by reason of its execution of its duties under this Plan, or by reason of any acts taken in good faith in accordance with directions, or acts omitted in good faith in the absence of directions from the Committee, unless such loss or liability is due to the agent's gross negligence or willful misconduct. The agent is entitled to collect on the indemnity provided by this section from the Committee only if such amounts are not paid directly or indirectly from assets of the Trust.

In the event that any lawsuit, claim, suit or proceeding is brought involving the Plan or the Trust in which the agent is named as a defendant, the agent shall be entitled to receive, on a current basis, indemnity payments as provided for in this section, provided, however, that if the final judgment entered in the lawsuit or proceeding holds that the agent is guilty of gross negligence or willful misconduct with respect to the Plan, the agent shall be required to refund the indemnity payments that it has received.

11.6 GOVERNING LAW

This Plan shall be construed and enforced according to the laws of the State of Michigan. The laws of the State of Michigan shall govern the construction, validity and administration of the Plan, as embodied in the Plan and the Adoption Agreement.

11.7 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

11.8 PROVISIONS RELATING TO INSURANCE

Any Policies purchased under this Plan shall be held subject to the following rules:

(a) The Trustee shall be the applicant and owner of any Policies issued.

(b) Any insurer who shall issue Policies hereunder shall not have any responsibility for the validity of this Plan or for the tax or legal aspects of this Plan. The insurer shall be protected and held harmless in acting in accordance with any written direction of the Committee, and shall have no duty to see to the application of any funds paid to the Trustee, nor be required to question any actions directed by the Committee. Regardless of any provision of this Plan, the insurer shall not be required to take or permit any action or allow any benefit or privilege contrary to the terms of any Policy that it issues hereunder, or the rules of the insurer.

The Committee shall be solely responsible to see that these insurance provisions are administered properly. If there is any conflict between the provisions of this Plan and any insurance Policies issued hereunder, the terms of this Plan will control.

11.9 HEADINGS

The headings and subheadings of this Plan have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

11.10 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute a contract of employment between the Employer and any Participant or Employee or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect such discharge shall have upon him as a Participant in this Plan.

11.11 USE OF ELECTRONIC MEDIA

Notwithstanding anything herein to the contrary, in any provisions of this Plan where there is a requirement that a Participant provide a written notice, election or claim, such requirement may be satisfied by electronic media provided such Participant meets all requirements regarding electronic media as set forth by the Committee.

11.12 UNIFORMITY

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner.

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[GOVERNMENTAL ENTITY]

POST-EMPLOYMENT MEDICAL EXPENSE REIMBURSEMENT PLAN

ADOPTION AGREEMENT

TABLE OF CONTENTS

Page

1. EMPLOYER IDENTIFICATION 1
2. PLAN AND TRUST IDENTIFICATION 1
3. DEFINITIONS 2
4. ELIGIBILITY REQUIREMENTS 2
5. CONTRIBUTIONS 3
6. PLAN BENEFITS 5
7. DEATH BENEFITS 5
8. HIPAA PRIVACY AND SECURITY 5
9. ADMINISTRATION FEES 5
10. FORFEITURES 6

[GOVERNMENTAL ENTITY]

POST-EMPLOYMENT MEDICAL EXPENSE REIMBURSEMENT PLAN

ADOPTION AGREEMENT

(the "***Employer***") hereby adopts the Post-Employment Medical Expense Reimbursement Plan (the "***Plan***") and the Post-Employment Medical Expense Reimbursement Plan Section 115 Trust Agreement (the "***Trust***") for the benefit of Eligible Employees and their Dependents under the provisions of this Adoption Agreement. The definitions set forth in the Plan and Trust shall apply to capitalized terms herein unless the context requires otherwise.

1. EMPLOYER IDENTIFICATION

(a) Name and Address: _____
_____
_____

(b) Contact person: _____
Phone no.: _____
Fax no.: _____
Email: _____

2. PLAN AND TRUST IDENTIFICATION

(a) Name of Plan: _____
_____

(b) Name of Trust: _____
_____

(c) Name of Trustee: _____

(d) Trustee's address: _____

(e) Trustee's phone no.: _____

(f) Trustee's email: _____

(g) Collectively bargained plan: ____ Yes ____ No

3. DEFINITIONS

(a) Plan Administrator. The administrator of the Plan (the "***Committee***") shall be:

____ Employer
____ Other

Name: _____
Address: _____
_____

(b) Effective Date. The Effective Date of the Plan is: _____.

(c) Compensation.

(i) Compensation (as defined in the Plan) shall be determined on the basis of:

____ Plan Year ____ Calendar year (if different from Plan Year)
____ Other:_____

(ii) Compensation excludes:

____ Commissions ____ Overtime ____ Bonuses
____ Other: _____

(d) Hour of Service. A Participant's Hours of Service shall be determined on the basis of actual hours for which Employee is paid or entitled to payment.

(e) Plan Year. The Plan Year shall be the 12-month period commencing on _____ and ending on _____.

____ There is an initial short Plan Year that commences on _____, and ends on _____.

(f) Year of Service. A Year of Service shall be a Plan Year during which an Employee is credited with at least _____ Hours of Service.

4. ELIGIBILITY REQUIREMENTS

(a) Service Requirements.

(i) **Hours Worked.** The Plan shall cover only those Employees who are regularly scheduled to work at least _____ hours per week.

(ii) **Seasonal Employees.** The Plan shall cover only those Employees who are regularly scheduled to work at least ____ months per year.

____ Not applicable.

(iii) **Minimum Service.** The Plan shall cover only those Employees who have completed at least _____ days _____ months _____ years of continuous service with the Employer.

____ Not applicable; Employees are immediately eligible on date of hire.

(b) **Age Requirement.** The Plan shall cover only those Employees who have attained age _____ (generally not over age 25).

____ Not applicable.

(c) **Covered Group Requirement.** The Plan shall cover only those Employees who are in the Covered Group. The Covered Group shall be:

____ All Employees who meet the age and service requirements
____ All Employees who meet the age and service requirements, except:
  ____ Employees covered by a Collective Bargaining Agreement
  ____ Non-resident aliens with no U.S. source income
  ____ Hourly paid Employees
  ____ Salaried Employees
  ____ Leased Employees
  ____ Other: _____
____ Only Employees at the following location/facility:_____
____ Only Employees who are members of the following collective bargaining unit(s): _____

(d) **Entry Date.** An Employee's Entry Date shall be the:

____ Date on which the Employee meets the eligibility requirements
____ First day of the _____ month _____ Plan Year _____ calendar quarter
  ____ during which
  ____ following the date
  ____ nearest the date

the Employee meets the eligibility requirements.

(e) **Grandfather Provisions.** Employees employed on the Effective Date

____ Do not have to satisfy the service requirements specified above.
____ Do not have to satisfy the age requirement specified above.
____ Not applicable; all Employees must satisfy all eligibility requirements.

5. CONTRIBUTIONS

(a) **Annual Employer Contributions.** The Employer will make annual contributions to Participant Accounts under the Plan as follows:

____ Annual mandatory Employer contribution
____ Fixed percentage of _____% of the Participant's Compensation
____ Flat dollar amount of $_____
____ Annual discretionary Employer contribution based on: _____
_____.
____ Other:_____.

(i) **Eligibility for Annual Employer Contributions.** Only Participants who complete a Year of Service during the Plan Year shall be eligible to receive an annual Employer contribution.

____ Not applicable; all Participants are eligible to receive a contribution
____ Applicable

(ii) Only Participants who are employed on the last day of the Plan Year shall be eligible to receive an annual Employer contribution.

____ Not applicable; all Participants are eligible to receive an Employer contribution
____ Applicable

(iii) Notwithstanding the foregoing, a Participant who has completed a Year of Service but whose employment terminates prior to the last day of the Plan Year will receive an allocation of annual Employer contributions if termination is a result of disability, death or retirement:

____ Not applicable
____ Applicable

(iv) **Vesting of Annual Employer Contributions.** The annual Employer contributions selected herein shall be subject to the following vesting schedule:_____
_____.

(b) **Other Employer Contribution.** The Employer will make a contribution to Participant Account as of following time and subject to the following conditions: _____.

(i) **Eligibility for Other Employer Contributions.** Only Participants who complete a Year of Service during the Plan Year shall be eligible to receive the other Employer contribution.

____ Not applicable
____ Applicable

(ii) Only Participants who are employed on the last day of the Plan Year shall be eligible to receive the other Employer contribution.

____ Not applicable
____ Applicable

(iii) Notwithstanding the foregoing, a Participant who has completed a Year of Service but whose employment terminates prior to the last day of the Plan Year will receive an allocation of the other Employer contributions if termination is a result of disability, death or retirement:

____ Not applicable
____ Applicable

(iv) **Vesting of Other Employer Contributions.** The other Employer contributions selected herein shall be subject to the following vesting schedule:_____
_____.

(c) **One-Time Employer Contribution.** The Employer will make a one-time contribution to Participant Account as of following time and subject to the following conditions:_____.

(i) **Eligibility for One-Time Employer Contributions.** Only Participants who complete a Year of Service during the Plan Year shall be eligible to receive a one-time Employer contribution.

____ Not applicable
____ Applicable

(ii) Only Participants who are employed on the last day of the Plan Year shall be eligible to receive a one-time Employer contribution.

____ Not applicable
____ Applicable

(iii) Notwithstanding the foregoing, a Participant who has completed a Year of Service but whose employment terminates prior to the last day of the Plan Year will receive an allocation of a one-time Employer contribution if termination is a result of disability, death or retirement:

____ Not applicable
____ Applicable

(iv) **Vesting of One-Time Employer Contributions.** The one-time Employer contributions selected herein shall be subject to the following vesting schedule:_____
_____.

(d) **Employee Contributions.** Participants will make contributions to their Accounts under the Plan as follows:

____ Salary reduction (pre-tax) contribution mandated by the Employer (considered an Employer contribution under federal tax law)
  ____ Fixed percentage of _____% of the Participant's Compensation
  ____ Flat dollar amount of $_____
____ Voluntary after-tax contributions

(e) **Mandatory Leave Conversion Contributions.** The Employer will make contributions to Participant Accounts which represent a mandatory conversion of the following types of accrued leave:

____ Not applicable
____ Applicable
  ____ Vacation, as an _____ annual contribution _____ contribution at Separation from Service _____ other contribution schedule (specify:_____)
  ____ Sick, as an _____ annual contribution _____ contribution at Separation from Service _____ other contribution schedule (specify:_____)

6. PLAN BENEFITS

A Participant's Account balance may be used for the payment of post-retirement Medical Care Expenses. Following a Participant's Separation from Service, the Participant may use his or her Account balance for any qualifying Medicare Care Expense, except as follows: _____
_____
_____.

7. DEATH BENEFITS

If amounts remain in a Participant's Account after his or her death, such amounts will be available to pay for eligible Medical Care Expenses of the Participant's qualifying dependents.

8. HIPAA PRIVACY AND SECURITY

Only the following Employees or classes of Employees shall have access to PHI with respect to the administration of the Plan (list by job title or job function):

_____ _____
_____ _____
_____ _____

9. ADMINISTRATION FEES

Administration fees will be paid as follows:

____ All fees paid by Employer
____ All fees charged to Participants' Accounts
____ Fees split between Employer and Participants based upon amount of total Employer contributions relative to total Participant contributions

10. FORFEITURES

Forfeitures will be applied or reallocated as follows:

____ Forfeitures shall reduce or offset Employer contributions for the Plan Year if not yet made or for subsequent Plan Years.
____ Forfeitures shall be allocated to other Participants as an additional discretionary Employer contribution for the Plan Year in which such forfeitures are applied.
____ Forfeitures shall be applied to offset administrative expenses of the Plan.

SIGNATURES ON THE FOLLOWING PAGE

EMPLOYER

This Adoption Agreement and the corresponding provisions of the Plan and Trust documents are approved and adopted by the Employer on _____, 20____.

Signature: _____

Title: _____

COMMITTEE

This Adoption Agreement is acknowledged on behalf of the Committee on _____, 20_____.

Name of Committee: _____

Signature: _____

Title: _____

Address of Committee:

_____

_____

_____

KZLIB:562400.1\113014-00010

Charter Township of Van Buren

Agenda Item: 6

REQUEST FOR BOARD ACTION

WORK STUDY MEETING DATE: 8/19/19
1ST READING: 8/20/19
2ND READING: 9/03/19

Consent Agenda____ **New Business** X Unfinished Business_____ Public Hearing_____

ITEM (SUBJECT)	To consider the approval of the first and second reading of Ordinance #08-20-19 to include new provisions for Senior Housing in the Township's Zoning Ordinance and correct other sections of the Ordinance for consistency.
DEPARTMENT	Planning & Economic Development
PRESENTER	Matt Best – Director of Public Services
PHONE NUMBER	734-699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Vidya Krishnan – Interim Director of Planning/Principal Planner Elizabeth Renaud, Executive Assistant Public Services

Agenda topic

ACTION REQUESTED
To consider the approval of the first and second reading of Ordinance #08-20-19 to include new provisions for Senior Housing in the Township's Zoning Ordinance and correct other sections of the Ordinance for consistency.
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)
Please see attached information.

BUDGET IMPLICATION	None
IMPLEMENTATION NEXT STEP	After 1st and 2nd reading a notice of adoption will be published in the newspaper of record.

DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	Approval

ATTORNEY RECOMMENDATION	N/A
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	

MCKENNA

July 18, 2019

Planning Commission
Charter Township of Van Buren
46425 Tyler Road
Belleville, Michigan 48111

SUBJECT: SENIOR HOUSING ORDINANCE AMENDMENT

Dear Commissioners:

In response to the Planning Commission and community feedback on the need for housing for seniors, we presented information about senior housing demands and regulations from some comparable communities at past Planning Commission meetings. At the June 26, 2019 meeting we presented a draft text amendment for consideration, which would allow senior housing as a special land use (§12.30x) that also must complete the site plan review process (§12.20x). Article 2, §2.102 already contains specific definitions for different 'senior' housing types.

Based on Planning Commission feedback, we have revised the title of the regulations to "Senior" rather than "Elderly", a term currently used in the Zoning Ordinance. We propose Senior Housing regulations under a new **§5.143 Senior Housing** in Article 5, Development Standards for Specific uses.

The Township directed that senior housing was appropriate as a special land use in RM - Multiple Dwelling Residential Districts, RMH - Mobile Home Park Districts, C – Local Business Districts, C-1 – General Business Districts, C-2 – Extensive Highway Business Districts, and M-U Mixed-Use Districts.

OTHER ZONING ORDINANCE CHANGES

In addition to the attached proposed text amendment, certain additional changes need to be made to the Zoning Ordinance as follows:

1. §5.120 references nursing homes in the same line as hospitals, the Table of contents on page 2 and the table on page 3-5, state the same. We recommend removing those references to nursing homes to avoid conflicting standards.

2. Addition of senior housing (independent and dependent living) as special land uses in the RM, RMH, C, C-1, C-2, and M-U zoning districts under residential uses on page 3-3.

3. Substitution of the word "elderly" with "senior", in Section 2.102. Definition; specific terms, definitions on page 2-9.

4. Substitution of the word "elderly" with "senior", in Sections 9.101 and Section 9.102. Off-Street parking requirements and related table.

We believe the above draft ordinance and associated changes provide Van Buren Township with a solid foundation for reviewing and activating high-quality senior housing developments while preserving the Township's broader vision, based on our experiences in other developing communities.

HEADQUARTERS
235 East Main Street
Suite 105
Northville, Michigan 48167

O 248.596.0920
F 248.596.0930
MCKA.COM

The item is on the Planning Commission's agenda for a public hearing and recommendation to Township Board of Trustees. We will be present at the public hearing to answer any questions and concerns.

Respectfully submitted,

McKENNA

Vidya Krishnan
Principal Planner

Cc: Matt Best, Director of Public Services

CHARTER TOWNSHIP OF VAN BUREN
PLANNING COMMISSION
July 24, 2019
MINUTES - DRAFT

Chairperson Thompson called the meeting to order at 7:31 p.m.

ROLL CALL:
Present: Franzoi, Jahr, Boynton, Kelley, Atchinson, Budd and Thompson.
Excused: None.
Staff: Director Best, Planning Intern Renaud and Secretary Harman.
Planning Representatives: McKenna Associate, Vidya Krishnan.
Audience: Twenty-five (5).

APPROVAL OF AGENDA:
Motion Atchinson, Franozi second to approve the agenda of July 24, 2019 as presented. Motion Carried.

APPROVAL OF MINUTES:
Motion Budd, Boynton second to approve the regular meeting minutes of July 10, 2019 as presented. Motion Carried.

PUBLIC HEARING:

ITEM # 1 **ZONING ORDINANCE TEXT AMENDMENT.**

TITLE: **PROPOSED AMENDMENT TO ADD PROVISIONS ALLOWING FOR SENIOR HOUSING DEVELOPMENTS IN THE TOWNSHIP AND SPECIFIC REGULATIONS GOVERNING THEM UNDER A NEW SECTION 15.143.**

Motion Boynton, Atchinson second to open the public hearing. Motion Carried.

Vidya Krishnan of McKenna Associates presented her senior housing ordinance amendment letter dated 7-18-19, the draft section 15.143 and amendments to the current Zoning Ordinance. Mrs. Krishnan made changes based on the Planning Commissions feedback at the June 26, 2019 meeting. The draft language was revised to "senior" rather than "elderly", the term used in the current Zoning Ordinance.

Resident is interested in having appropriate senior housing available in the Township to accommodate the older population, having access to shopping and amenities at a reasonable price. The population of residents aged 60 and older in the Township is escalating.

No comments from the Commission.

Motion Boynton, Atchinson second to close the public hearing. Motion Carried.

NEW BUSINESS:

ITEM # 1 **ZONING ORDINANCE TEXT AMENDMENT.**

TITLE: **PROPOSED AMENDMENT TO ADD PROVISIONS ALLOWING FOR SENIOR HOUSING DEVELOPMENTS IN THE TOWNSHIP AND SPECIFIC REGULATIONS GOVERNING THEM UNDER A NEW SECTION 15.143.**

Vidya Krishnan of McKenna Associates noted the amendment to the ordinance would help to ensure the Township receives all senior care that can be offered.

Commissioners agreed the amendment is a good starting point for amending the Zoning Ordinance.

Motion Boynton, Franzoi second to recommend to the Township Board the proposed amendment to add provisions allowing for senior housing developments in the township and specific regulations governing them under a new section 5.143, to include the newest version submitted and referencing the McKenna Associates letter dated 7-18-19.

Roll Call:
Yeas: Atchinson, Budd, Kelley, Boynton, Jahr, Franzoi and Thompson.
Nays: None.
Absent: None.
Motion Carried. (Letter attached)

ITEM # 2 **DISCUSSION ON LAKEFRONT LOT SETBACKS**

TITLE: **DISCUSS POTENTIAL ZONING TEXT AMENDMENT WITH REGARD TO SETBACKS FOR SINGLE FAMILY DWELLING ON NON-CONFORMING LOTS WITH LAKE FRONTAGE.**

Vidya Krishnan of McKenna Associates presented her review letter dated 7-18-19 addressing lakefront lot setbacks. Township staff presented information and an analysis regarding lakefront lots two meetings ago. The potential zoning text amendment is to address smaller non-conforming lakefront lots allowing for construction of a reasonable size dwelling while providing adequate room in the side yards for maintenance and access in the event of an emergency. McKenna Associates recommends adding footnote (x) to sections 3.106 R-1A, R-2A, R-1B and R-1C Single-Family Residential Districts and 4.102 Schedule of Regulations.

(X) **Lakefront lot setbacks.** The structures on the parcel shall comply with the required front and rear yard setbacks for the underlying zoning district. Where the lot does not comply with the minimum require lot width, the narrowest side yard shall not be less than five feet or 15 percent of the lot width, whichever is greater, and the sum of the two side yards shall not be less than 30 percent of the lot width.

Commissioners discussed how the text amendment would help planning staff with addressing non-conforming lakefront lots for the minimum lot width and setbacks. Intern Stamper previously

compiled a list of non-conforming lakefront lots. This amendment will allow staff the ability to handle requests instead of sending residents to the BZA.

Motion Kelley, Atchinson second to set the public hearing for Lakefront Lot Setbacks on August 28, 2019. Motion Carried.

GENERAL DISCUSSION:

Director Best informed the Commission that River of Life Church contacted him after the last meeting; they have pulled their application and are no longer pursuing the addition at their current location. They are looking at a new location within the Township, more information to come at a future meeting.

ADJOURNMENT:

Motion Boynton, Budd second to adjourn at 8:01 p.m. Motion Carried.

Respectfully submitted,

Christina Harman
Recording Secretary

Section 5.143 Senior Housing

(A) Purpose and Intent. The purpose and intent of these regulations is to permit senior housing development in the Township upon determining that the location, size, design, and operating characteristics of the use is compatible with the surrounding neighborhood. In making this determination, the Planning Commission shall consider the scale, coverage, and density of development; the availability of utilities and services; the generation of traffic and capacity of surrounding roads; and other relevant impacts.

(B) Zoning District Regulations. In pursuit of the above purpose and intent, senior housing developments shall be permitted in RM, RMH, C, C-1, C-2, and M-U zoning districts subject to special land use and site plan approval.

(C) Minimum Site Area. The minimum senior housing site area shall contain 5,500 square feet per independent living unit, 2,000 square feet per dependent living bed, or the total area required for each type.

(D) Required Minimum Usable Floor Area in Square Feet Per Dwelling Unit.

(1.) Independent Living Units: Efficiency/studio and one-bedroom dwelling units: 650 square feet; Two-bedroom dwelling units: 850 square feet.

(2.) State of Michigan licensing requirements regulate Assisted Living Unit size.

(3.) No living unit within a senior housing development may contain more than two (2) bedrooms.

(E) Required Frontage on Major Road. The proposed site must have at least one (1) property line abutting an existing or planned major thoroughfare with a right-of-way width of 120′ feet or more as described in the Wayne County Master Thoroughfare Plan. All vehicular ingress and egress shall be directly from the major thoroughfare.

(F) Maximum Building Height. The maximum building height in a senior housing development shall not exceed forty (40′) feet.

(G) Setbacks. The minimum setbacks for senior housing shall be:

(1.) Front yard setback: Fifty (50′) feet.

(2.) Side yard setback: Fifty (50′) feet.

(3.) Rear yard setback: Fifty (50′) feet.

(H) Open Space. A minimum of twenty-five (25%) percent of the site, exclusive of existing or planned public road right-of-way, must be maintained as landscaped open space. Courtyards larger than 2,400 square feet may be counted as required open space. Recreation facilities, active and/or passive, including paved walkways and covered sitting areas shall be provided in a manner that meets the needs of the resident population.

(I) Building Facade and Length. Senior housing buildings must present a residential architectural image in terms of building facades, the composition and use of exterior wall surface materials, and building length. Any building façade longer than 100 feet must provide for variations in the outside wall and roof line according to the following standards:

(1.) Type and maximum percentage of durable exterior materials:

(a.) Masonry 4-inch brick veneer - 100%

(b.) Stone (natural or synthetic) - 100%

(c.) Metal panelized veneer - 25%

(d.) Cement fiber siding - 25%

(e.) EIFS (synthetic stucco) - 10% - shall be used only as an accent material

(f.) Accent materials - Vinyl siding and non-durable building materials are acceptable as accent materials, but shall not be used on more than 10% of any exterior building façade's wall area.

(g.) Prohibited Building Materials: Unless approved by the Planning Commission as accent building materials, plain concrete block (both painted and unpainted), plywood or T-111 panels, aluminum siding, and similar materials shall be prohibited.

(2.) Exterior wall façades must not maintain the same surface material for more than sixty (60') feet without an offset or transition in surface materials. The offset and transition must include one or a combination of the following options:

(a.) Change to another allowed exterior surface material.

(b.) Offset in the building elevation of a minimum of three (3') feet in depth. If the building exceeds 300' feet in length, it must have a horizontal building face offset at least 30' feet deep.

(c.) Exterior Chimneys.

(d.) Bay windows.

(e.) Architectural Quoins.

(3.) Roof lines shall vary using gable roof offsets at the eave line, in the roof slope, and/or tympanum set into the roof line at the eaves.

(4.) Building façades must not exceed 600' feet.

(5.) Buildings located within the Belleville Road Overlay District (BROD) shall comply with the architectural standards set forth in Section 6.309.

(J) Accessory structures and uses. The accessory structure and use standards in Article 7, Chapter 2 shall apply to all senior housing developments. Accessory uses are limited to those that are customary and incidental for servicing the development's residents and employees.

(K) Parking. The parking, loading, and access management standards in Article 9 shall apply to all senior housing developments. §9.102(A) contains the minimum number of parking spaces for each senior housing type.

(L) Landscaping. The landscaping and screening standards in Article 10 shall apply to all senior housing developments. In situations where the standards are applied by zoning district or use, the following specific requirements control:

(1.) Greenbelt buffers between senior housing developments and all adjacent uses must be 20' wide as referenced in§10.103(E)'s table footnote "b".

(2.) Specific additional landscaping requirements for senior housing developments are the same as §10.103(F)(1) except that if the development contains dependent living beds then every three (3) beds has the same additional landscaping amount as one (1) unit.

(M) Signs. The sign standards in Article 11 shall apply to all senior housing developments. Specific sign standards for senior housing developments are the same as residential developments in §11.108(A).

Charter Township of Van Buren

Agenda Item: 7

REQUEST FOR BOARD ACTION

Work Study Date: 08/19/19
Board Meeting: 08/20/19

Consent Agenda_____ **New Business** X ___ Unfinished Business:___ Public Hearing_____

ITEM (SUBJECT)	To approve the selection of Veres Environmental Graphics and Signs (VEGAS) for the design and installation of the Electronic Message Sign at Township Hall.
DEPARTMENT	Planning & Economic Development
PRESENTER(S)	Matthew R. Best, Director of Public Services
PHONE NUMBER	(734) 699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Elizabeth Renaud, Executive Assistant Public Services Staff from Veres Environmental Graphics and Signs

Agenda topic

ACTION REQUESTED

To approve the selection of Veres Environmental Graphics and Signs (VEGAS) for the design and installation of the Electronic Message Sign at Township Hall for the base bid price of $29,995. Final sign design and cost will be brought back to the Township Board for final approval. The expense will be paid with Building and Grounds Capital Outlay (Account #101-265-970-000.)

BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)

See attachments.

BUDGET IMPLICATION	$29,995 – Capital Outlay (B&G) The cost of the finalized Electronic Message Sign may vary depending on the design features that are selected by the Township.
IMPLEMENTATION NEXT STEP	If approved, the project design will be started.

DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	

ATTORNEY RECOMMENDATION

(May be subject to Attorney/Client Privilege and not available under FOIA)

ADDITIONAL REMARKS

APPROVAL OF SUPERVISOR

Van Buren
CHARTER TOWNSHIP

MEMO

TO: Board of Trustees

FROM: Matthew R. Best, M.S.
Director of Public Services

RE: Township Hall Electronic Message Sign

DATE: August 19, 2019

On June 26th, 2019, Van Buren Township distributed a Request for Quotations for a firm to design, build, and install an Electronic Message Sign at Township Hall. The Electronic Message Sign is part of the CIP Plus program approved by the Board in 2018, with funding for this project approved by the Board as part of the 2019 Budget Process. The Township received three complete bids and after careful review and consideration of the proposals, the Department of Public Services recommends Veres Environmental Graphics and Signs (VEGAS) as the provider of choice for the sign for a base bid cost of $29,995. The expense of the study will be paid out of Building and Grounds Capital Outlay (GL #101-265-970-000.)

The choice of the contractor is based on their design and installation process along with the base bid price. Once approved by the Township Board, VEGAS will work alongside the Township Board and staff to establish a draft sign design along with specifications that will be complementary to the design of our Township Hall building. VEGAS will then create a color rendering of the proposed sign to bring back to a Township Board meeting for final approval. The cost of the finalized Electronic Message Sign may vary depending on the design features that are selected by the Township.

Below is the projected timeline for the Electronic Message Sign project at Township Hall:

August 19th and 20th, 2019	Board approval establishing awardee of bid
September 3rd, 2019	Board approval for final sign design and cost
Fall 2019	• Installation of sign at Township Hall • Staff Training for operation of sign

Charter Township of Van Buren

BOARD OF TRUSTEES

SUPERVISOR
Kevin McNamara

CLERK
Leon Wright

TREASURER
Sherry A. Burid

TRUSTEE
Sherry A. Fenzler

TRUSTEE
Kevin Martin

TRUSTEE
Reggie Miller

TRUSTEE
Paul D. White

Request for Quotations
Charter Township of Van Buren, Michigan
Electronic Message Sign Bid Tab

Date	*Time*	*Firm Name*	*Base Bid*
7/15/19	12:00 PM	Valley City Sign	$37,565
7/15/19	12:01 PM	Johnson Sign Co.	$44,665
7/15/19	12:02 PM	Veres Environmental Graphics and Signs	$29,995

VEGAS

VERES ENVIRONMENTAL GRAPHICS AND SIGNS

PROPOSAL

TOWNSHIP HALL ELECTRONIC MESSAGE SIGN PROJECT

JULY 15, 2019

Prepared For: Matthew Best / Elizabeth Renaud
Van Buren Township

Prepared By: Jonathan Townsend / Chuck Veres

Van Buren
CHARTER TOWNSHIP

PROPOSAL

VEGAS
VERES ENVIRONMENTAL GRAPHICS AND SIGNS

Contents

Introduction 1
About Us 2
Project Team Resumes 3
CHUCK VERES – President, VEGAS 3
JONATHAN TOWNSEND – Project Manager 3
JENNY SMITH – Project Administrator 3
Bid Sheet – Message Sign 4
Primary Project Contacts 5
Company Information: 5
Project Contacts: 5
Proposed Project Process 6
References 7
Drawings – Base Bid Concept, Concept 2 8
Drawings – Concepts 3 and 4 10

PROPOSAL

VEGAS
VERES ENVIRONMENTAL GRAPHICS AND SIGNS

Introduction

To: Matthew Best / Elizabeth Renaud
Van Buren Township

From: Jonathan Townsend / Chuck Veres
Veres Environmental Graphics and Signs

RE: Township Hall Exterior Message Sign Project

July 15, 2019

Matthew,

Veres Environmental Graphics and Signs is pleased to present our proposal to the Township of Van Buren for the Township Hall Exterior Message Sign Project. On the attached pages we have included our company information, conceptual drawings, brief history of the key individuals that will be involved in your project as well as the required cost form with alternates.

As was discussed at the pre-submittal meeting, we have designed our base bid concept around the new Van Buren DDA sign on Belleville Road we are currently fabricating and installing. We recommend a new Cirrus 96x192/9mm full color LED display matching the display at the DDA park. The Cirrus display is approximately the same size as the specified Fusion Series display but has a higher resolution at 9mm vs 11mm and 42% more pixels 12,960 vs 18,432. The higher resolution display can show much more vivid and detailed images, videos, and text than the specified Fusion display.

For your project we would highly recommend the matching Cirrus display to the DDA sign, using this display you can integrate both signs and future signs single web-based content creation and management system, ScreenHub. Utilizing this system, you will be able to access all your signs from anywhere, anytime, from any device (Computer, phone, tablet) giving authorized users the ability to post messages to their own displays or broadcast township wide emergency messages to all signs in the township. This system can even be expanded to include digital displays indoors as well.

In addition to our base bid concept drawing we have included other concepts for your consideration, and we look forward to working through the design process with you to determine the final design and material selection for your sign.

All our options include full onsite user training and a five-year parts and labor warranty.

I would be happy to answer any questions you may have as you review our proposal. Thank you for considering VEGAS, we are excited about working with you on this project.

Sincerely,

Jonathan Townsend
Veres Environmental Graphics and Signs

PROPOSAL

VEGAS
VERES ENVIRONMENTAL GRAPHICS AND SIGNS

About Us

About Veres Environmental Graphics and Signs (VEGAS)
VEGAS limits their core staff to a few handpicked professionals. They then build a team of fabrication and installation partners chosen specifically for their ability to best meet the requirements of each individual project. This strategy offers access to over 250,000 square feet of strategically located fabrication facilities that range in size from 5,000 to 100,000 square feet. It also creates the ability to work with a wide palette of materials and fabrication techniques, unlimited flexibility, and a direct path to value-engineering. This is achieved by utilizing the best talents in each trade.

VEGAS has established strong business relationships with sub-contractor networks in every related trade. This affords them the ability to be selective in choosing the proper fabrication and installation team for each project's needs, making VEGAS an ideal partner for any size undertaking.

The VEGAS team partners with the client while exploring resources for ideal fabrication techniques and the best value-engineered product. From concept to reality – VEGAS oversees every step of the process.

Some of our Clients and Projects Include

- Olympia Development of Michigan – The District Detroit, dynamic parking and wayfinding signs
- General Motors – Technical Center, architectural wayfinding signage
- Clinton River Trail / MDOT – Signage and Wayfinding, unique sign design and manufacturing
- Detroit Riverwalk – Signage and Wayfinding
- City of Southfield – Signage and Wayfinding .
- Taubman Properties – Signage and Wayfinding for multiple high-end retail environments around the country including, Great Lakes Crossing, Dolphin Mall, Twelve Oaks, and more.
- Westland Shopping Center – Electronic Signage and Wayfinding
- City of Eastpointe – Signage and Wayfinding

We invite you to visit our website at www.vegsigns.com to see some of our recent projects.

Project Team Resumes

CHUCK VERES – President, VEGAS

Chuck Veres is a seasoned signage consultant, with over thirty years of experience Chuck acts as a sales lead and project manager working with customers and designers to turn ideas into reality while keeping a sharp eye on budget and deadlines.

Chuck is an expert at sourcing and value engineering, successfully completing large wayfinding systems and complex landmark projects such as major league sports stadiums including Detroit River Walk, Clinton River Trail, City of Northville, and City of Southfield. His experience spans many industries including casino properties such as MGM Grand Detroit and high-end destination retail centers across the country.

Chuck is a member of Society of Experiential Graphic Designers (SEGD).

JONATHAN TOWNSEND – Project Manager

Jonathan Townsend has a background in innovative sign design, project management, material selection, value engineering, and unique construction techniques. Jonathan specializes in collaborating with architects, design firms, and end-users to develop and install strategic, high-impact custom signage.

Jonathan has been in the sign industry since 2003 and has extensive experience with on and off premise, way-finding, and dynamic digital signage. Utilizing a strong technology acumen Jonathan designs projects with complex lighting, technology integration, and interactive displays. With a focus on major projects, he has completed many large projects including managing sign programs for the Henry Ford and City of Eastpointe

Jonathan has successfully obtained permits for large, challenging projects by negotiating with local, county, and state governments to ensure timely and accurate approvals. Jonathan is a licensed Sign Specialist in the State of Michigan and is UL 48 certified.

Jonathan is also a Van Buren Township resident.

JENNY SMITH – Project Administrator

Jenny Smith has been in the sign business for twenty years with extensive experience on large projects. Jenny works closely with the sales teams to handle project management and coordination with all parties involved. Jenny has worked on many large projects providing support for project management for Ford Field, KFC Yum! Center, Clinton River Trail, MGM Grand Detroit, Greektown Casino and Motor City.

VERE ENVIRONMENTAL GRAPHICS AND SIGNS

Bid Sheet – Message Sign

Base Bid	$29,995.00

Alternate Prices

Concept 1	$36,650
Concept 2	$34,235

*Notes:
- Permits provided by township at no cost
- Electrical run is horizontal bore under parking lot to building behind existing "big blue" sign township to provide power at building exterior.
- Sprinklers are the responsibility of the township
- Base LED display is Cirrus 96x192/9mm

Posted: June 26, 2019

PROPOSAL

VEGAS
VERES ENVIRONMENTAL GRAPHICS AND SIGNS

Primary Project Contacts

Company Information:

Veres Environmental Graphics and Signs
749 Sherbrooke
Commerce, MI 48382
Office: 248-716-9128
Fax: 248-329-1510

Project Contacts:

Chuck Veres

- Phone: 248-563-2383
- Email: chuck.veres@vegsigns.com

Jonathan Townsend

- Phone: 734-777-4152
- Email: jonathan@vegsigns.com

Jenny Smith

- Phone: 248-716-9128
  Email: jenny.smith@vegsigns.com

PROPOSAL

VEGAS
VERES ENVIRONMENTAL GRAPHICS AND SIGNS

Proposed Project Process

Phase 1 - Design and Development

- Project kick-off meeting design discussion
- Create preliminary drawings from kick-off
- Review new drawings with stakeholders
- Modify drawings for review
- Material, finish and fabrication samples review
- Present drawings and signs to VBT board
- Perform final site surveys
- Prepare final shop drawings

Phase 2 - Implementation

- Acquire permits
- Final Final shop drawing approval
- Fabrication begins
- Miss Dig and VBT to locate underground utilities
- Installation kick-off meeting
- Review proposed installation plan to minimize disruption
- Install electrical run via horizontal boring under parking lot
- Sign footing and manonry installation
- Sign installation
- Start up, power, and data connections
- In person operator training
- Initial owner review
- Final punch list review
- Project closeout documentation, as-built drawings, maintenance plan, and warranty information

PROPOSAL

VEGAS
VERES ENVIRONMENTAL GRAPHICS AND SIGNS

References

WYANDOTTE PUBLIC SCHOOLS

PROJECT: Designed, installed, and maintain multiple LED displays including a custom professional level LED video scoreboard system.

CONTACT: Bernie Bowers
734-759-6002
bowersb@wy.k12.mi.us

WESTLAND SHOPPING CENTER

PROJECT: Retrofit new color LED into existing shopping mall signage and maintain all signs and data infrastructure. Multiple branding sign projects on property.

CONTACT: Patrick Derrig
734-425-5001
Patrick@westlandshoppingcenter.com

PESIS DENTAL GROUP

PROJECT: Installed and manage full color high resolution LED sign.

CONTACT: Solomon Pesis, DDS
248-478-1650
pesisd@gmail.com

OAKLAND COUNTY, MICHIGAN

PROJECT: **Clinton River Trail, custom identification, wayfinding, and kiosk signage for a large multi-community trail system spanning Oakland County, MI**

CONTACT: **Kristen Wiltfang**
248-975-4267
wiltfangk@oakgov.com

additional reference available upon request.

LED DISPLAY

96x192/9mm MATRIX WITH 18,432 PIXELS
ACTIVE AREA: 3'H x 6'W AND CABINET: 3'H x 6'W x 5.125"D
WIRELESS COMMUNICATION WEB BASED PROGRAMMING

BASE BID CONCEPT

VEGAS

Project:
Van Buren Township
Township Hall Sign

Project Address:
46425 Tyler Road
Van Buren Township

Date:
7/15/2019

Drawn By:
Townsend

Filename:
VanBurenTwpHall_EMC

Scale:
Scale

Colors:
TBD
TBD

Revisions

Sheet:
1

VEGAS
VERES ENVIRONMENTA
GRAPHICS AND SIGNS
749 Sherbrooke
Commerce, MI 48382
248.563.2383 Office

Charter Township of Van Buren

Agenda Item: 8

REQUEST FOR BOARD ACTION

Work Study Date: 08/19/19
Board Meeting: 08/20/19

Consent Agenda_____ **New Business** X Unfinished Business:____ Public Hearing_____

ITEM (SUBJECT)	To approve the selection of Plante Moran Cresa for the completion of a Recreation Center Feasibility Study.
DEPARTMENT	Planning & Economic Development
PRESENTER(S)	Matthew R. Best, Director of Public Services
PHONE NUMBER	(734) 699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Elizabeth Renaud, Executive Assistant Public Services Staff from Plante Moran Cresa

Agenda topic

ACTION REQUESTED

To approve the selection of Plante Moran Cresa to complete a Recreation Center Feasibility Study in the amount of $52,000. The expense will be paid out of the General Fund Township Board Account (GL #101-101-956-000.)

BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)

See attachments.

BUDGET IMPLICATION	$52,000 – General Fund Township Board
IMPLEMENTATION NEXT STEP	If approved, the project will be started.

DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	

ATTORNEY RECOMMENDATION

(May be subject to Attorney/Client Privilege and not available under FOIA)

ADDITIONAL REMARKS

APPROVAL OF SUPERVISOR

Van Buren
CHARTER TOWNSHIP

MEMO

TO:	Board of Trustees
FROM:	Matthew R. Best, M.S. Director of Public Services
RE:	Recreation Center Feasibility Study
DATE:	August 19, 2019

On June 5th, 2019, Van Buren Township distributed a Request for Quotations for a firm to complete a Recreation Center Feasibility Study. The Township received four complete bids and after careful review and consideration of the proposals, the Department of Public Services recommends Plante Moran Cresa as the provider of choice for the study for a cost of $52,000. The expense of the study will be paid out of the General Fund Township Board Budget (GL #101-101-956-000.)

In order to provide specific knowledge of recreation planning and programming, Plante Moran Cresa will be partnering with the design and landscape architectural firms, Neumann/Smith Architecture and Russel Design, Inc. Additionally, in order to identify the Township's community needs and potential financial support for the recreation center, Plante Moran Cresa will be partnering with one of Michigan's most respected survey and research companies, EPIC-MRA. The four partnering organizations have been involved in countless recreation feasibility studies and recreation building design projects. A list of the firm's relevant completed projects are available to the Board upon request

The scope of work and final deliverable includes the following items:

- Demographic Analysis – *Plante Moran Cresa*
- Programming & Planning – *Neumann/Smith & Russel Design, Inc.*
- Community Telephone Survey – *EPIC MRA*
- Community Workshop – *Neumann/Smith*
- Building/Site Visits – *Neumann/Smith & Plante Moran Cresa*
- Technology Assessment – *Plante Moran Cresa*
- Financial Feasibility Assessment – *Plante Moran Cresa*
- Capital Issue Planning Report – *Plante Moran Cresa*

If approved, the Recreation Center Feasibility Study is projected to be complete by December 2019.

Charter Township of Van Buren

BOARD OF TRUSTEES

SUPERVISOR
Kevin McNamara

CLERK
Leon Wright

TREASURER
Sharry A. Budd

TRUSTEE
Sherry A. Frazier

TRUSTEE
Kevin Martin

TRUSTEE
Reggie Miller

TRUSTEE
Paul D. White

Request for Quotations
Charter Township of Van Buren, Michigan
Recreation Center Feasibility Study Bid Tab

Date	*Time*	*Firm Name*	*Base Bid*
6/24/19	12:00 PM	Fishbeck, Thompson, Carr & Huber, Inc.	$49,192
6/24/19	12:02 PM	Plante Moran Cresa	$52,000
6/24/19	12:03 PM	Sidock Group, Inc.	$25,000
6/24/19	*See below	Integrated Architecture	$84,887

*Bid was received by deadline, however not handed to the department from the Clerk's office until after bid opening.

Proposal for Recreation Center Feasibility Study Services

Presented to the Charter Township of Van Buren | June 24, 2019

plante moran | cresa

50 years architecture NEUMANN SMITH

EPIC ▪ MRA
Measuring public opinion since 1985

RUSSELL DESIGN
LANDSCAPE ARCHITECTURE
Design ▪ Planning

Matthew R. Best, Director of Public Services
Charter Township of Van Buren
46425 Tyler Road
Van Buren, MI 48111

Re: Recreation Center Feasibility Study

Dear Mr. Best,

Thank you for allowing Plante Moran Cresa the opportunity to submit our proposal for a Recreation Center Feasibility Study to Van Buren Township. Our goal is to provide a team of professionals that will work in harmony with your organization and to be your trusted advisor for this important engagement.

We believe we provide Van Buren Township with the most comprehensive and experienced team to conduct this feasibility study and provide your decision-makers the tools necessary for formulating your capital plan. **Plante Moran Cresa**, the lead firm on this project, is known for our in-house expertise in providing strategic guidance for capital projects. To provide specific knowledge of planning and programming numerous recreation facilities and site development, we have partnered with the design and landscape architectural firms **Neumann/Smith Architecture** and **Russell Design, Inc.** To help identify Van Buren Township's community needs and potential financial support for a recreation center, we have teamed with the State of Michigan's most respected survey and research company, **EPIC-MRA**.

Engaging with our firms offers the following benefits to Van Buren Township:

- **Relevant public sector experience:** In the past five years, Plante Moran Cresa and our partners have successfully completed billions worth of capital projects for the public and municipal sectors (i.e., recreation centers, police stations, courthouses, K-12 school buildings, libraries, fire stations, city halls, etc.).
- **We understand municipalities:** We specialize in working with mission-driven, consensus decision-making bodies. Our experience working on more than a billion dollars in public projects means we understand the challenges and opportunities these types of projects present.
- **Our team members are local:** Plante Moran Cresa, Neumann/Smith Architecture, and Russel Design, Inc., have headquarters in southeastern Michigan, and EPIC-MRA is based in Lansing.
- **Independence:** We will solely represent and advocate on behalf of your municipality, which allows us to provide unbiased recommendations throughout the project as your independent advocate.
- **Local market knowledge:** Our team resources are robust and our intimate knowledge of market conditions, demographics, and community analytics will produce an actionable final report for this engagement.

We look forward to the opportunity to work with Van Buren Township to ensure the goals and objectives of the Recreation Center Feasibility Study are met. Again, thank you for the opportunity to present this proposal. We look forward to discussing it in more detail with you.

Sincerely,

Paul R. Wills, AIA, LEED AP
Partner, Plante Moran Cresa
Paul.Wills@plantemoran.com | (248) 223-3316

Robert Stempien, AIA
Senior Vice President, Plante Moran Cresa
Robert.Stempien@plantemoran.com | (248) 603-5252

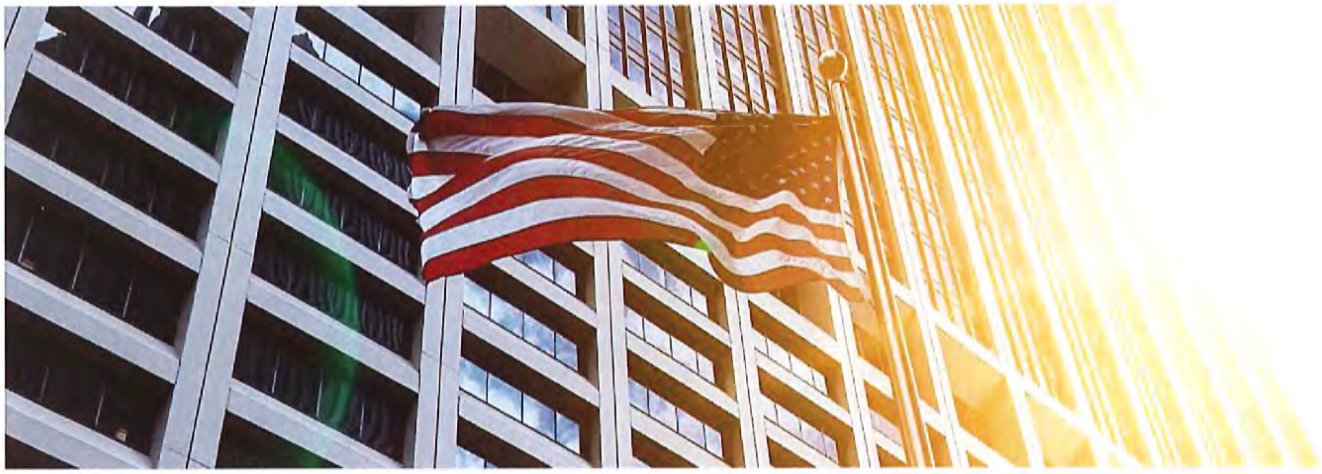


Table of Contents

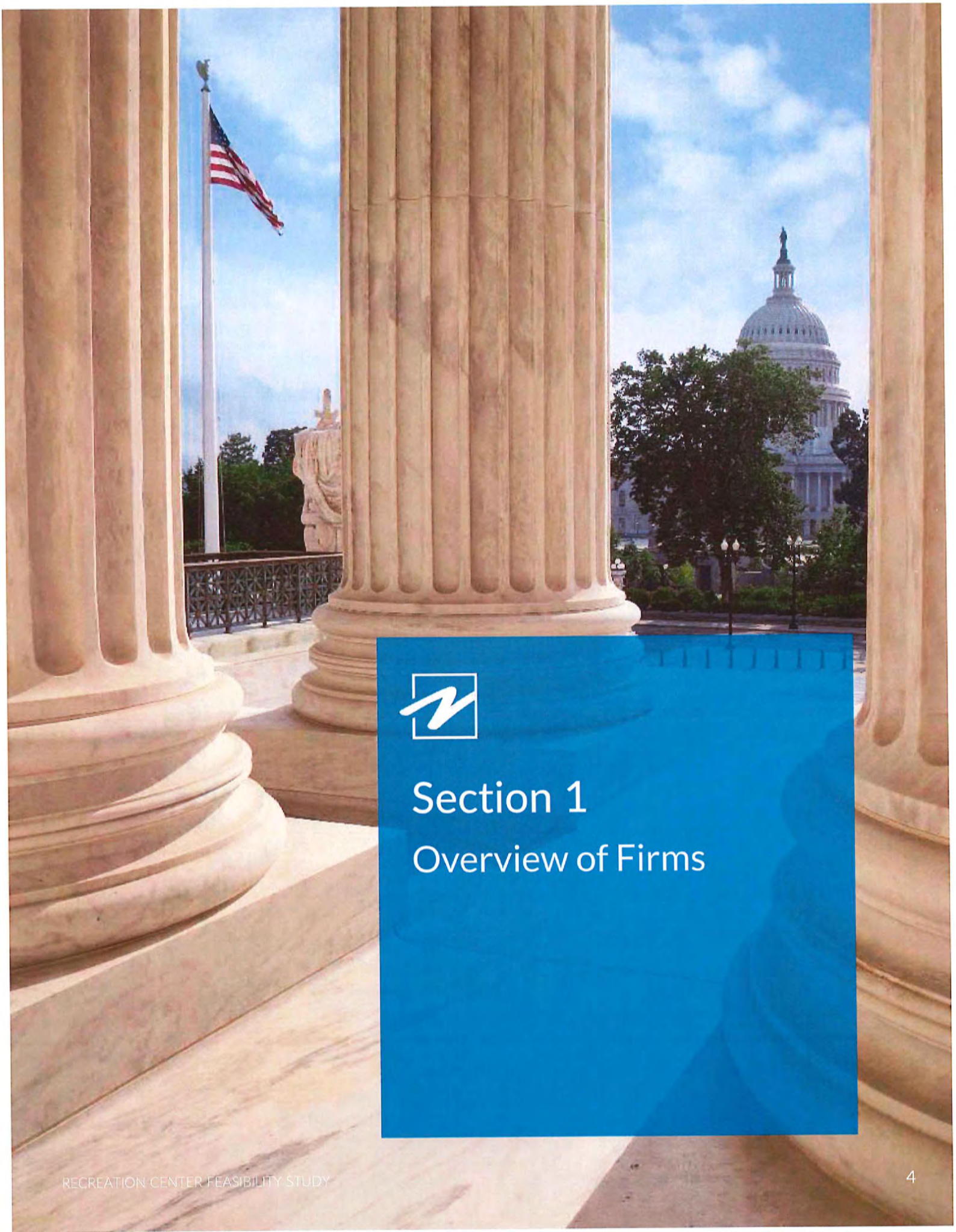
SECTION 1	Overview of Firms
SECTION 2	Relevant Project Experience
SECTION 3	Your Team
SECTION 4	Approach
SECTION 5	Example of Final Deliverables
SECTION 6	Price Quote

Main Point of Contact

Robert Stempien, Senior Vice President

Robert.Stempien@plantemoran.com

(248) 603-5252



Section 1

Overview of Firms

SECTION 1

Overview of Firms

plante moran | cresa

is a ***comprehensive, full-service*** **real estate consulting firm** delivering **successful capital projects** *concept through completion.*

We have served as an independent owner's representative for more than 20 years, working on an average of $2 billion per year in program management in a variety of industries. Plante Moran Cresa is built on a foundation of integrity and independence. We advocate solely for our clients at all times. As your trusted advisor, we bring dedicated resources, proven processes, and deep experience to guide you in making the right strategic, financial, and mission-driven decisions.

We Bring a Multidisciplinary Team to Every Project:

Our multidisciplinary team of professionals offers a broad range of experience and skills. We serve as an extension of your organization by creating a customized team dedicated to addressing your evolving real estate, development, and construction needs.

- Accountants/CPAs
- Architects
- Attorneys
- Construction Experts
- Development Specialists
- Engineers
- Financial Analysts
- FF&E Procurement Specialists
- LEED-Accredited Professionals
- Project Managers
- Real Estate Professionals
- Relocation Managers

The Plante Moran Cresa Difference

Custom solutions and unmatched resources.

Through our affiliated entities, we have the resources of more than 3,100 professionals. With such robust team resources, our approach is truly unique in that we customize and create holistic solutions to fit your project needs.

Experience you can count on.

In the past five years, PMC has successfully completed more than $2 billion worth of capital projects for the public and municipal sectors (i.e., recreation facilities, police stations, courthouses, K-12 school buildings, libraries, fire stations, city halls, etc.). This includes the renovation and expansion of more than 450 facilities, with costs ranging in value from $1 million to more than $195 million.

Your trusted advisor, with no conflicts of interest.

We will solely represent and advocate on behalf of your municipality, which allows us to provide unbiased recommendations throughout the project as your independent advocate. Your project savings go BACK into your projects, NOT into our pockets.

We understand municipalities.

We specialize in working with mission-driven, consensus decision-making bodies. Our experience working on more than a billion dollars in public projects means we understand the challenges and opportunities these types of projects present.

We're local.

We are a Southeast Michigan based firm. We understand the local market dynamics and relevant cost information impacting your project.

Knowledge of local firms.

With our local, regional, and national experience in owner's representation and as a program management firm, we have successfully worked with national design and construction firms on a range of projects. We can help your organization identify the right vendors for this project.

Scalability & Business Acumen.

We offer our clients scalability and an understanding of the business and financial components that makes programs successful.

One Firm, Infinite Resources

plante moran

Plante Moran is one of the nation's largest certified public accounting and business advisory firm, providing clients with financial, human capital, operations, strategy, technology, and family wealth management services.

3,100+
total staff

1,300+
public sector clients

500+
government clients

35+
states with governmental clients

200+
staff dedicated to serving governmental clients

70+
years serving governmental clients

+

cresa

Cresa is North America's largest tenant representation firm, with 58 offices in the United States and Canada. Through its international locations and partnerships Cresa covers more than 200 locations in 40 countries.

1,000+
total staff

80+
offices worldwide

25
years in business

Plante Moran U.S. locations

Cresa U.S. locations

=

plante moran CRESA
REAL ESTATE CONSULTANTS

Engaging with us will give you unfiltered access to the right experts at the right time through our affiliation with Plante Moran and Cresa. With such robust team resources, our approach is truly unique in that we customize and create holistic solutions to fit your project needs.

Comprehensive Services

plante moran CRESA
REAL ESTATE CONSULTANTS

OUR SERVICES

Consulting

- Project Feasibility
- Procurement
- Operational Consulting
- Workplace Consulting
- Facility Condition Assessment
- Portfolio Planning
- Strategic Planning
- Programming/Benchmarking
- Due Diligence
- Process Reengineering
- Cost Segregation
- Development Advisory
- Capital Project Audits

Real Estate

- Programming
- Site Selection
- Portfolio Optimization
- Space Programming
- Lease Administration
- Tenant/Buyer Representation (Land/Facilities)
- Transaction Management
- Incentives
- Sale Leasebacks

Owner's Representation

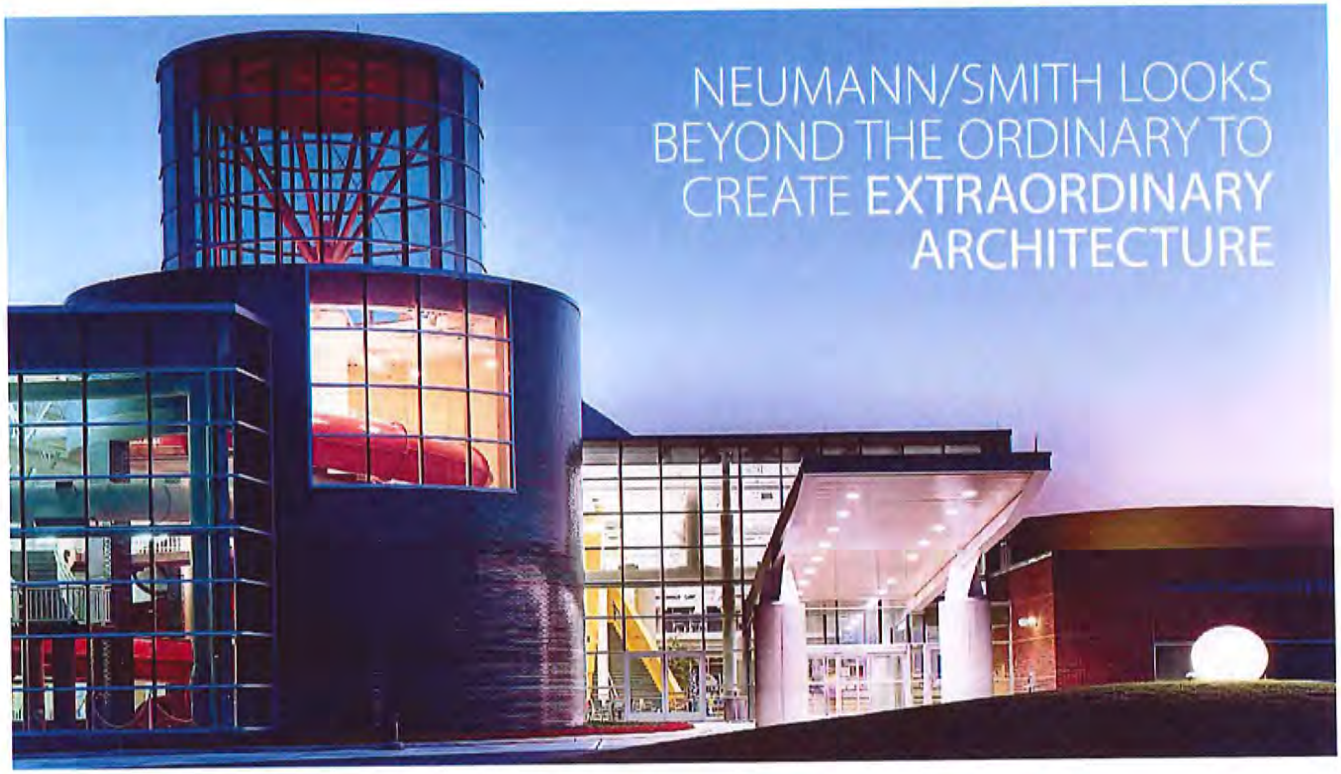
- Owner's Representation/ Program Management
- Team Selection/Procurement
- Contract Review & Negotiation
- Furniture/Technology/ Equipment
- Program Budget/Schedule/ Scope Development
- Payment Application & Invoice Review
- LEED Certification
- Cash Flow Monitoring
- Move Management
- Change Order Management
- Building Start-Up
- Closeout

OUR SECTORS

Public | Healthcare | Corporate

OUR CLIENTS

AAA, Royal Oak, Olympia Development of Michigan, Farmington Hills Michigan, Macomb County Michigan, Beaumont, DMC, Westland, Lincoln Consolidated Schools, Gentherm, Redford Township, Wayne State, Michigan State University, City of Birmingham, Michigan Dental Association, Ypsilanti, WCS, Dickinson Wright, DeWitt Public Schools, Clark State Community College, GPPSS Grosse Pointe Public School System, Farmington Public Schools, Genesys, City of Midland, Grand Valley State University, Delta Dental, BAE Systems, ALPLA, Livonia Public Schools, carhartt, Washtenaw County Michigan 1826, Trinity Health



Neumann/Smith Architecture

Company Background

Neumann/Smith Architecture is a distinguished design firm noted for its creativity in achieving client goals. That creativity has distinguished our work for over five decades, earning the firm over 200 awards including the prestigious AIA Michigan Architecture Firm Award and numerous features in the international architectural press. We have received commendations for exemplary teamwork including Marvin M. Black Excellence in Partnering Awards. Our expertise in addressing technical issues and our ability to manage complex projects have been recognized by several Build America and Build Michigan awards from the Associated General Contractors of America.

Founded in 1968, Neumann/Smith continues to build on its history of design excellence with a talented group of individuals who share an unwavering commitment to exceptional service and the highest standards of professional practice.

The firm specializes in architecture, planning, interior design and historic preservation for community recreation centers, corporate and municipal offices, mixed-use developments, multi-unit housing, parking structures, commercial and retail centers, and higher education facilities.

We provide comprehensive architectural services. Our focus on architecture allows us to excel in our profession. It gives us the freedom to bring together the best engineering and specialty consultants to meet

the unique needs of each project. Our architects and interior designers are skilled in master planning, site evaluation, feasibility studies, space planning, architecture, interior design, and project management.

Collaboration is a routine part of our practice. We typically hire civil, structural, mechanical and electrical engineers, landscape architects, and specialty consultants. Having been in business for 50 years, we have work experience with all local contractors. We often utilize the consulting services of nationally renowned specialists in audio and visual technology, data and communications, lighting, acoustics, and aquatics. Our long-term working relationships with many of our consultants provides the efficiencies and integrated communication typical of a large A/E practice, plus the creativity and checks and balances of independent firms.

400 Galleria Officentre
Suite 555
Southfield, MI 48034
248-352-8310
248-352-1821 fax

1500 Woodward
Suite 300
Detroit, MI 48226
313-782-4800

www.neumannsmith.com

FOCUS ON: **YOUR VISION**

We recognize that our value to you is not achieved by "dictating design," but rather by shaping your vision with our collective expertise and experience, resulting in the desired image with an assurance of operational performance. Our design process begins by listening. As we focus our efforts on planning and design, we challenge each decision with as many alternatives as possible and present you with multiple options for consideration, noting the advantages and disadvantages of each. Our goal:

- Provide the appropriate space needs efficiently and comfortably
- Establish proper space adjacencies to enhance the social landscape
- Optimize space flexibility to accommodate future change and growth
- Create interior character to portray an appropriate sense of environment for your community
- Optimize views to the outdoors and daylight
- Ensure code compliance to create a safe and secure environment for all guests
- Utilize energy efficient mechanical and electrical systems and investigate life cycle costs associated with different options
- Incorporate "green" building design principals where appropriate to minimize negative affects on the environment
- Integrate finishes and materials that are timeless, durable, and easily maintained for by your maintenance staff

Smart Design. We bring a unique value-driven mindset to every project. Extensive experience working with developers, where time is money, makes us different. We've learned how to do things smarter to get the most value out of every budget dollar. We were early leaders in fast-track, team-construct, design/build-GMP and mechanical/ electrical design/build approaches and have established new precedents with Integrated Project Delivery (IPD), a fundamentally different approach to the design and construction process. We leverage smart technologies like Building Information Modeling (BIM) and organize in smart ways to reduce waste, maximize efficiency through all phases of the project and optimize project results.

Sustainable Solutions. "Green" strategies are an integral part of every design. We know that even small measures can make a big difference over the lifetime operation of a facility. Over half of our architects and interior designers are LEED Accredited Professionals and our portfolio of work includes two million square feet of LEED rated projects.

Technical Capabilities. We are proficient with major Computer Aided Design Systems (CAD) and Building Information Modeling (BIM) programs including the latest versions of Revit, Navisworks, Rhino and AutoCAD, as well as Adobe Creative Cloud and Microsoft Office Suites for the production of contract documents and schedule tracking.

To help our clients visualize their projects, we have in-house expertise in SketchUp, Rhino, Autodesk 3D Max Design, Lumion, ReCap, Point Cloud Data and Apple QuickTime VR, tools used to generate three-dimensional CAD modeling, photo realistic renderings, animations and interactive simulations of sites, exterior and interior spaces. Many of our clients rely on our sophisticated in-house computer capabilities to support their marketing and fundraising campaigns.

RUSSELL DESIGN
LANDSCAPE ARCHITECTURE
Design ■ Planning

Company Background

Russell Design, Inc. was established in 1999 by Marc Russell, ASLA after garnering over 20 years of experience working on many successful and award winning institutional, educational, public and private projects throughout the Midwest, Pacific Northwest and California.

Since its beginning, Russell Design has committed to collaboratively create innovative and environmentally sensitive planning and design solutions specifically addressing programming objectives, the site's opportunities, and maintenance capabilities and resources.

Russell Design, Inc. has been recognized by the Michigan Recreation and Parks Association (MRPA) as well as the Michigan Chapter of the American Society of Landscape Architects (MiASLA) for several projects since its inception.

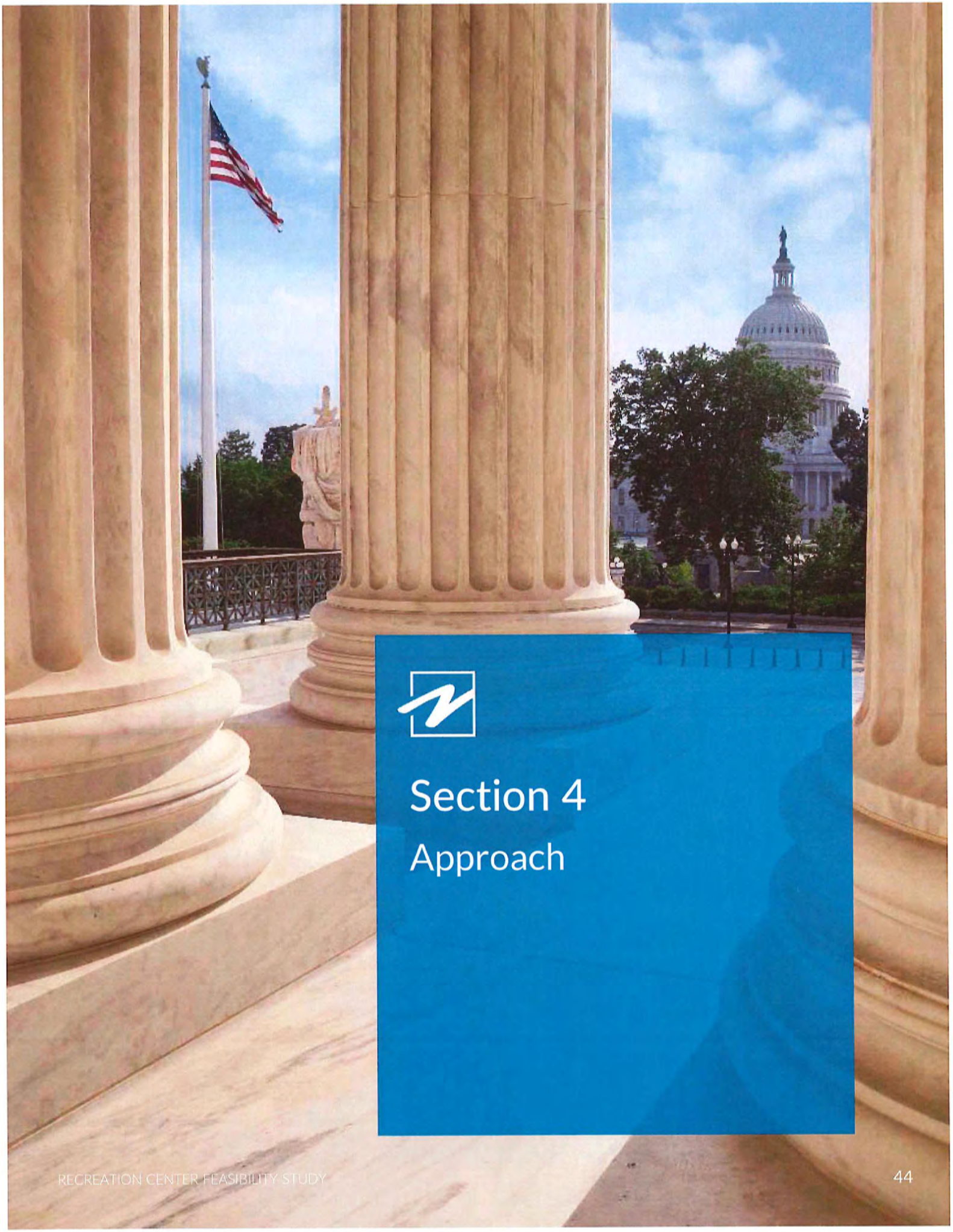
Russell Design, Inc. is licensed to practice landscape architecture in the states of California, Michigan, Ohio, Illinois, and Indiana.

EPIC ▪ MRA
Measuring public opinion since 1985

Company Background

EPIC ▪ MRA is the assumed name for Michigan Researchers Associates, Inc., a for-profit corporation formed in 1991 with headquarters in Lansing, Michigan. It is the successor entity to the partnership, Michigan Research Associates, formed in 1985. The principal officers of EPIC ▪ MRA have been active in governmental, political, marketing, business and health issues at the state and national levels for over 40 years. Since its inception, the firm has provided services to a broad range of clients, including: public school districts, intermediate school districts, school boards; community colleges and universities; state, county, township and municipal legislative bodies and planning commissions; city and township parks and recreation departments; financial institutions; transportation authorities; public libraries and library boards; political and business leaders; professional associations; the legal and judicial communities; and members of the health care industry. Indeed, EPIC ▪ MRA has had the pleasure of working with nearly 150 public school districts and intermediate school districts in Michigan over the past three decades

EPIC ▪ MRA has been fortunate enough to gain national recognition. In conjunction with our work, the firm's principals have made radio and television appearances in every major media market in Michigan. Data resulting from EPIC ▪ MRA's prolific survey research work has become a byword on nearly every broadcaster's news and information slot, including WOOD-TV 8 in Grand Rapids, WLNS-TV 6 in Lansing, WJRT-TV 12 in Flint and WXYZ-TV 7 in Southfield. As a survey research and consulting firm, and, in addition to appearing regularly on television news broadcasts, our work has appeared in newspapers, magazines, and websites throughout the country, including: The Detroit Free Press, The Detroit News, The Hill, The Grand Rapids Press, The New York Times, Business Week, National Journal, The Journal of Commerce, Real Clear Politics, Crain's Detroit Business, and FiveThirtyEight. Indeed, EPIC ▪ MRA's rating by FiveThirtyEight for accuracy and methodology is the highest of all Michigan-based firms and surpasses many nationally recognized polling firms.



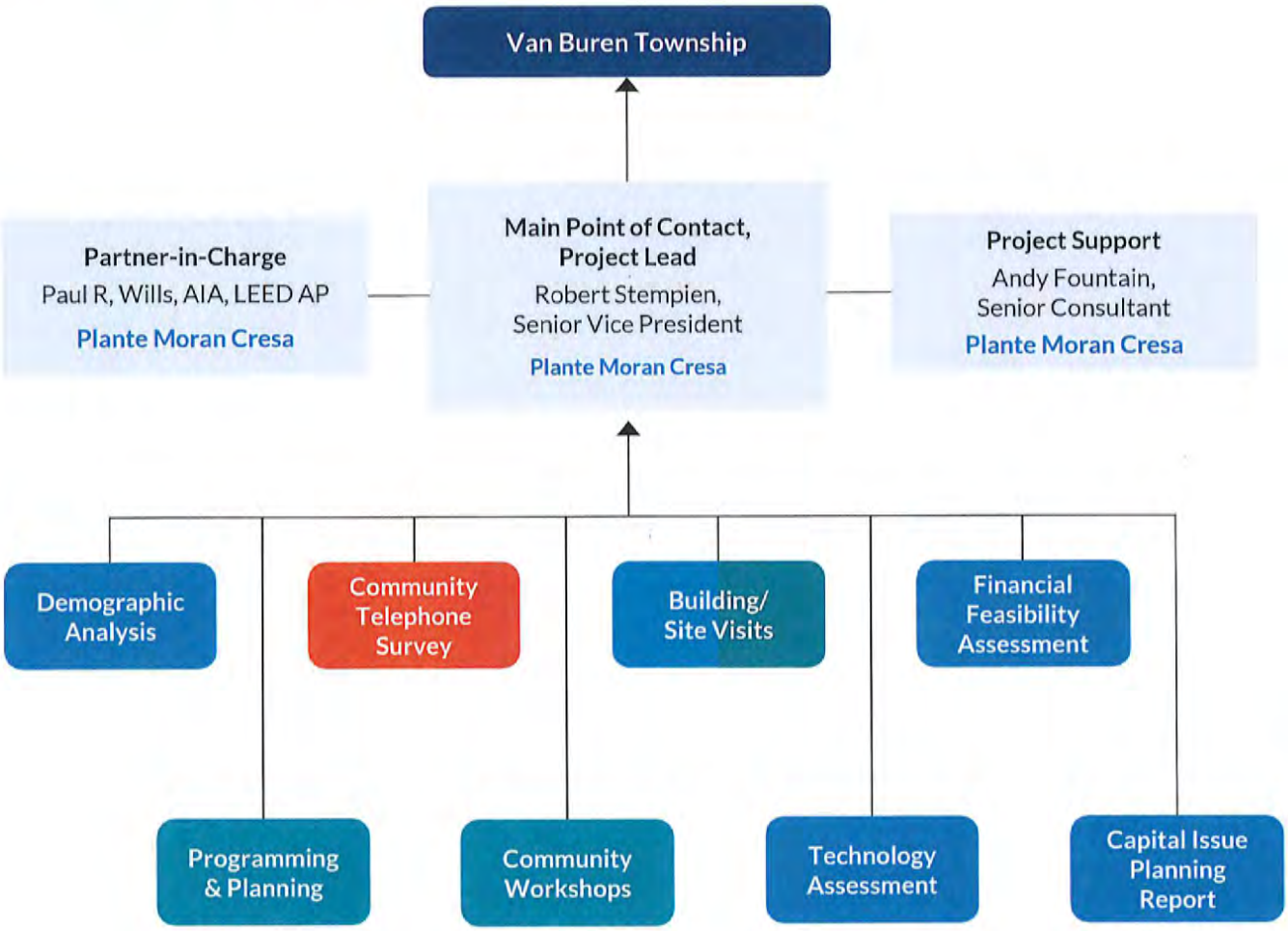
Section 4

Approach

SECTION 4

Approach

Our Approach to Your Project



= plante moran CRESA REAL ESTATE CONSULTANTS

= 50 years architecture NEUMANN SMITH

RUSSELL DESIGN LANDSCAPE ARCHITECTURE Design ■ Planning

= EPIC ■ MRA Measuring public opinion since 1985

Demographic Analysis

PMC will conduct a population demographic analysis based on local, state and national data. The analysis will provide information that will support types of recreation amenities proposed based on Market Potential Index (MPI), exercise habits and health related information with the designated capture area. The report will also include Van Buren Township (VBT) and surrounding capture area population analysis (age, income per household, race, etc.).

Programming & Planning

Our typical approach has many commonalities but each is tailored to the specific needs and characteristics of the community. The approach we are proposing for Van Buren Township has been categorized into 7 phases:

Phase 1 – DISCOVERY

In this phase we begin with introducing ourselves to your Team and getting to know the members representing Van Buren Township. Representing our team will be experienced key individuals, each with unique expertise, to capture the necessary information to deliver a comprehensive report.

We will discuss your project goals, scope, and anticipated schedule and carefully review any current plans and related information. We will then tour the area to make an assessment of existing conditions. And lastly, we will have discussions and interviews with internal and external stakeholders, including the community at large, to explore the future and gather the necessary program information which will become the basis for our analysis.

Phase 2 – ANALYZE AND RESEARCH

We now begin to analyze the initial information captured in the Discovery Phase, make observations, and format the data. We also begin to develop the graphic base documents that become the tools for analyzing how the program data can be accommodated.

Phase 3 – REVIEW

We will present and review our observations and findings with Van Buren Township stakeholders for their review, discussion, and direction. We allow additional time for stakeholders to internally think about, discuss, and provide us with direction before commencing with the next phase.

Phase 4 – PROCESS AND STUDY

We again process the updated information gathered from the earlier phase incorporating the comments made. From the data captured, we can now develop space needs scenarios for future anticipated demand and change.

Phase 5 – REVIEW AND RECOMMEND

We again present the updated information as well as the space needs study, capital cost estimates, and design documents to Van Buren Township for review, discussion, and direction. Time is also allowed for internal discussion and direction.

Phase 6 - DOCUMENTATION

In this phase all information gathered is processed and formatted for the final presentation and deliverable documents. We typically provide a 90% complete set for final review and comment prior to finalizing the end product.

Phase 7 - PRESENTATION

The culmination of our report is delivered and presented to the Community. We know how to capture the information and inspire the stakeholders to think into the future. We also have the tools to make the required assessments and the talent to find the right way to incorporate future change in a positive way contributing to the larger vision and goals of the Community.

EPIC ▪ MRA
Measuring public opinion since 1985

Community Telephone Survey

EPIC ▪ MRA is pleased to submit this response to the request for a proposal solicited by the Plante Moran on behalf of the Charter Township of Van Buren. This document details EPIC ▪ MRA's proposal to provide live operator telephone interview research services to effect the Community Telephone Survey portion of the RFP put forth by the Township, in order to produce accurate and actionable informative data that would be used to, among other things, assist in determining resident attitudes and opinions toward the potential construction of a Recreation Center in the Township, and specifically, to "measure voter opinion for a bond referendum approval."

The research contemplated would be designed to gather such information from active registered voters, using a questionnaire developed by the designated representatives of Plante Moran -presumably in close consultation with designated representatives of the Township and the principals of EPIC ▪ MRA designated earlier in this proposal.

Synopsis of Experience and Approach

As stated earlier in this proposal, for over 30 years, EPIC ▪ MRA has provided professional survey research services to its clients. The bulk of these services has been for governmental and quasi-governmental entities such as regional planning authorities, municipalities, universities, counties, K-12 and intermediate school districts, transportation authorities, community colleges, library districts, and state agencies.

As with all its clients, EPIC ▪ MRA's first order of business would be to set a conference with designated client representatives to review and discuss the work plan specifications set forth in this proposal. In this way, a common understanding of the goals of the research can been reached, and the methods used to achieve them are agreed upon. Consistent with the aim of providing actionable data, EPIC ▪ MRA's preference is to utilize live operator telephone interviews as the methodology for the instant project.

Work Plan Timeframe

Generally, the process of completing a telephone survey project, including developing a survey instrument and sample frame, conducting the interviews, entering the data, and analyzing the results generally requires approximately five-to-six weeks from the time a decision to proceed is made, to the delivery of the narrative

report with findings and recommendations. This timeline is approximate, however, and is contingent on variables such as the length of the consultation, drafting, and revision period; as well as on what point on the calendar (holiday seasons, etc.) the work is attempted. Presuming the consultation, drafting, and revision portion(s) of the project - essentially the construction and finalization of the survey instrument to be used - can be sufficiently expedited, a more flexible timeline could conceivably be accommodated to meet the emerging needs of the Client.

A typical timeline for a live operator telephone survey research study is as follows:

Timeframe	Work Plan Component
Week 1	Notification of commissioning the research and execution of an agreement for services
Weeks 1-2	Consultation with the client regarding areas of inquiry to be tested and compilation/assimilation of relevant background information
	Presentation of first and subsequent drafts/redrafts of the questionnaire
Weeks 3-4	Authorization to proceed with the interviews
	Survey data collection, coding, and SPSS processing
Week 5	Presentation of the Frequency report
Week 5	Presentation of the Cross-tabulation report
Week 6	Presentation of the Executive report with findings
TBD	Presentation of an Oral report, with slides; if desired

EPIC ▪ MRA is well aware of the fact that the survey, its cost, and results, are subject to the Freedom of Information Act, and open to public scrutiny. However, our firm has great experience with taking on public entities as clients, and we pride ourselves on our ability to craft an unbiased survey instrument, and present results in a manner that justifies the expenditure of public dollars. Moreover, our services include the offering of an oral presentation of results, if desired, which, more often than not, is delivered as part of a regularly scheduled board meeting; a feature that goes a long way toward calming any concerns in the community about the expenditure of "tax dollars" on a public opinion survey.

An initial review the Township population estimates reveals a total voting age population of approximately 21,800 and approximately 12,500 unique households. Experience indicates these respective totals can comfortably support a stratified N=250 sample survey (with a margin of error of 6.2 pts.), and conceivably up to an N=400 sample survey (with a margin of error of 4.9 pts.). Based on the expected screening requirement of respondents being self-identified as active and likely voters, and with a potential future election date yet to be determined, a survey of greater sample size would be neither timely nor cost-effective.

For the live operator survey portion of the project, EPIC ▪ MRA recommends the use of live operator telephone interview methodology. This methodology provides the greatest assurance of capturing a stratified, representative sample of qualified residents within the Township's boundaries in the most efficient manner.

Community Workshops

Our Process. At the outset, we will meet with you to learn as much as we can about the mission and functional elements of the project. Our team will spend a lot of time talking with you to understand not only the quantifiable technical requirements of the project, but the intangible emotional goals as well.

We endeavor to understand what the Township staff, and citizens of Van Buren Township desire for this facility, including functionality, appearance, and character.

Our designs emerge through the careful consideration of community mission, program requirements, existing context, code requirements and building technologies, guided by an intense dialogue between our project team and our client. We will concentrate our efforts on developing the project throughout this process because the best buildings grow out of an extensive and thoughtful dialogue. We will work closely with you to determine the needs of your community the best architectural expression of those needs.

Consensus Building. Neumann/Smith specializes in helping clients make milestone decisions regarding their spaces. Our expertise can help you make smart design decisions that add maximum value. We can share our benchmarking that may lead to a more efficient and flexible use of space for each user group.

We are experienced with efficiently facilitating this process to help you understand "wants" vs. "needs" and the cost implications associated with making those decisions. We recommend a team "charrette" process to develop the program, conceptual design, and cost estimates. We meet with all stakeholders individually and then come together to determine the best solutions for everyone. This should include the primary stakeholders as well as the construction manager. This will make for an expeditious process and keep the attention of those involved. We will bring our proven design "tools" including programming and design software so that we are quickly gathering information and showing the outcomes of group decisions.

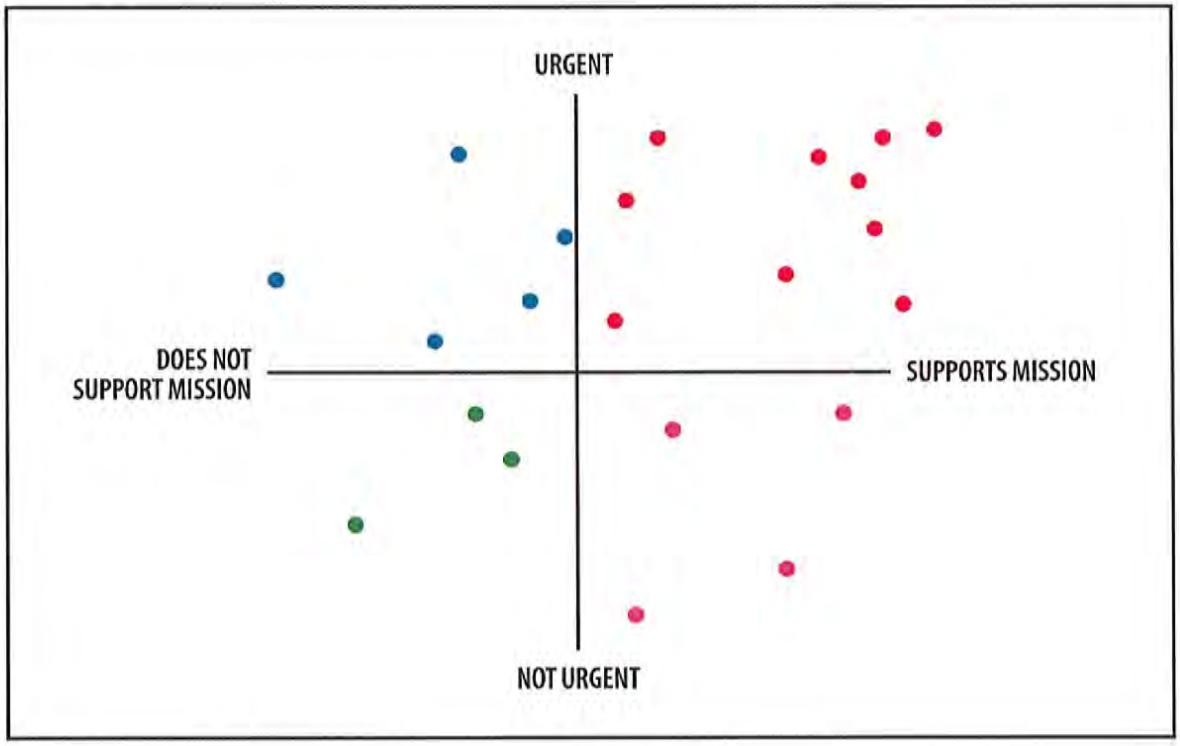
While the structure of a charrette varies, depending on the design problem and the individuals in the group, charrettes often take place in multiple sessions in which the group divides into sub-groups. Each sub-group then presents its work to the full group as material for future dialogue. Such charrettes serve as a way of quickly generating a design solution while integrating the aptitudes and interests of a diverse group of people. We will evaluate key issues such as:

- Provide the appropriate space needs efficiently and comfortably
- Establish space adjacencies to optimize student and staff efficiency and interaction
- Provide space flexibility to accommodate future change
- Create an interior character that conveys the desired image for the Community
- Optimize views to the outdoors and daylight penetration to interior offices and support spaces
- Utilize energy efficient mechanical and electrical systems and investigate life cycle costs associated with different options
- Incorporate "green" building design principles where appropriate to minimize negative effects on the environment
- Integrate finishes and materials that are timeless, durable and easily maintained

Discussions usually focus on programming, image, density, construction systems, building placement options, functional relationships, adjacencies and building operations including safety. Other topics are often added as the meetings progress.

SETTING PRIORITIES: THE STRATEGIC PROJECT MATRIX

Another tool to prioritize the needs of the user groups is the Strategic Project Matrix. This tool is used to evaluate the design criteria and define each part of the scope based on urgency and importance. This simple matrix helps keep the team focused on the important goals set by the Community.



plante moran CRESA REAL ESTATE CONSULTANTS

50 years architecture NEUMANN SMITH

Building/Site Visits

PMC and Neumann/Smith will visit VBT's existing Township Hall and adjacent vacant property, interview appropriate staff as necessary to assist in evaluating the building site and facilities including parking lots, interior and exterior conditions, site utilities locations, etc. to recommend an addition or a free standing recreation center to support the desired operational programs. A probable cost report will be provided to help determine the recreation capital expenditure needs.

Facility Review

Included in this proposal is a broad overview of major building components including exterior, roofing, mechanical, electrical, plumbing systems, and interior architecture. This Overview will assist in our cost estimates for department moves if necessary.

Budget Estimates

The following cost estimates and general projections will be prepared for the Township.

- Cost to realign staff and make improvements to the buildings to handle the realignment. These cost estimates will include the following:
  - » New Construction Costs
  - » Site Development Costs
  - » Prioritized Renovation / Building Integration
  - » Equipment Costs (as applicable)
  - » Technology Costs (as applicable)
  - » Professional Services
  - » Soft Costs (i.e. insurance)
- The objective will be to provide the Township with a complete project cost for each alternative identified.

SAMPLE BUDGET ESTIMATE

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REAL ESTATE CONSULTANTS

Technology Assessment

PMC will meet with VBT's Technology Director to assist in defining potential technology needs and provide input on best practices and technology trends seen in other recreation centers. Probable cost technology report will be assembled and included in the recreation center capital needs assessment report.

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REAL ESTATE CONSULTANTS

Financial Feasibility Assessment

PMC will analyze potential recreation operational costs related to staffing, building maintenance and utility costs. Selected firm will also identify potential revenue opportunities to help offset capital expenditures. This will include:

- **Comparable Analysis:** Plante Moran will gather information on similar operations to inform VBT of comparable practices. We will work jointly with VBT to identify 3-5 comparable organizations and also develop a questionnaire for VBT to review, amend, and approve. This questionnaire will serve as a script for interviews recreation center operations.
- **Comparable Interviews:** We will request an introductory message from the Township to authenticate that we act on behalf of the Township and will schedule remote interviews to glean information related to programs, operational standards, staffing levels, budgets, and other pertinent information. These meetings will be scheduled so that Township participants may join if desired.
- **Summary Report:** The product of the comparable analysis will be a summary memo (4-6 pages) that includes the project approach, a summary of each participatory organization, key observations, and comparability information. Because participation by the jurisdictions is voluntary, we recommend that VBT consider offering a copy of the memo to participants in order to increase the likelihood of participation if needed.

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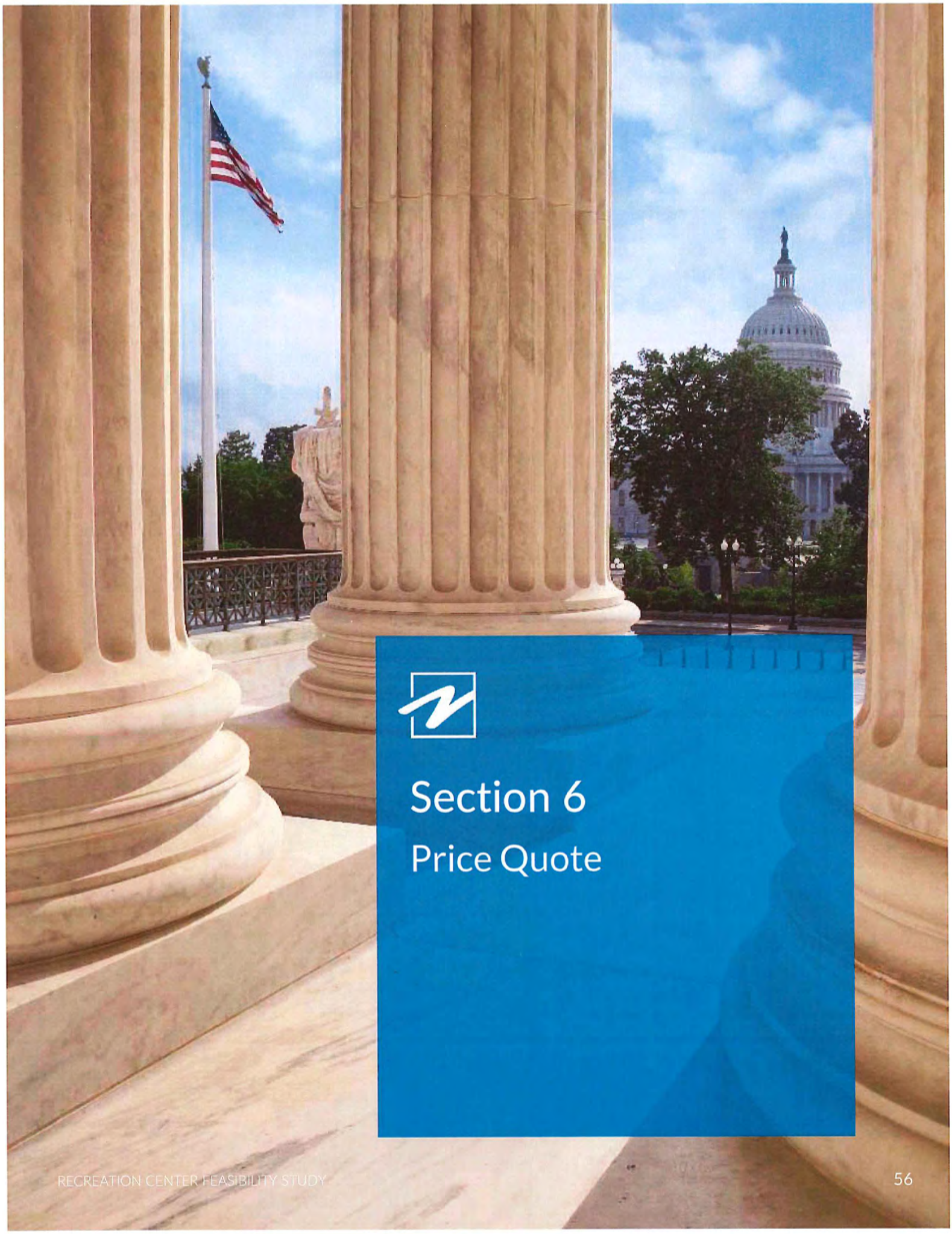
REAL ESTATE CONSULTANTS

Capital Issue Planning Report

Upon approval and acceptance of a recreation center and technology needs assessment by VBT, PMC will assist VBT to develop capital planning information materials and potential financial options.

Excluded Services

PMC's capital assessment services do not include environmental assessments/studies or assessments of code or life safety compliance.



Section 6

Price Quote

SECTION 6

Price Quote

Scope Item	Firm	Fee
Demographic Analysis	Plante Moran Cresa	$7,500
Programming & Planning	Neumann/Smith Russel Design Inc.	$13,000
Community Telephone Survey	EPIC ▪ MRA	$12,500
Community Workshop	Neumann/Smith	$4,000
Building/Site Visits	Neumann/Smith Plante Moran Cresa	$2,500
Technology Assessment	Plante Moran Cresa	$5,000
Financial Feasibility Assessment	Plante Moran Cresa	$7,500
Capital Issue Planning Report	Plante Moran Cresa	Part of Fee ABV.
Total Study Cost		**$52,000**

Alternate Price Quote

Photorealistic 3D images will be provided at $2,500 each.

Alternate Price Quote

For convenience in the consideration of survey research services desired by the Client, and with respect to the overall budget ultimately allocated for the project, EPIC ▪ MRA offers the following prices for services. All pricing for services offered in this proposal will remain valid for 120 days.

Live Operator Telephone Survey Research

Survey Length	250 Samples (Margin of error 6.2 pts.)	300 Samples (Margin of error 5.7 pts.)	400 Samples (Margin of error 4.9 pts.)
Up to 12 Minute Interview	$12,500.00	$13,750.00	$16,500.00
Up to 15 Minute Interview	$15,125.00	$16,750.00	$20,000.00
Up to 18 Minute Interview	$17,750.00	$19,750.00	$23,500.00

The prices shown above reflect the fee for all survey-related services including:

- Pre-survey client consultation to develop the questionnaire
- Final survey instrument drafting
- Telephone sample draw
- Up to 30 percent cell-phone only respondents as part of the sampling
- Telephone interview administration and supervision
- Data entry of results
- Coding and grouping of any open-ended responses
- Frequency Report and Cross Tabulation tables
- Textual Executive Report with recommendations
- PowerPoint Presentation of results, if desired
- Post-survey oral presentation of results, if desired

PLEASE NOTE: The prices quoted above also include an electronic voter contact database, which includes the name and address of all registered voters within Township boundaries, along with other designations; such as individual vote history and absentee-voter status.

Charter Township of Van Buren

Agenda Item 9

REQUEST FOR BOARD ACTION

MEETING DATE:
WORK STUDY: AUGUST 19, 2019
BOARD MEETING: August 20, 2019

Consent Agenda X New Business Unfinished Business Public Hearing

ITEM (SUBJECT)	Consider approval of the 2020 Suburban Mobility Authority for Regional Transportation (SMART) contract and have the Supervisor and Clerk execute the agreement.
DEPARTMENT	Parks and Recreation
PRESENTER	Director Jennifer Wright
PHONE NUMBER	734-699-8921
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	N/A
Agenda topic	
ACTION REQUESTED	Consider approval of the 2020 Suburban Mobility Authority for Regional Transportation (SMART) contract and have the Supervisor and Clerk execute the agreement. This is an annual approval of the FY 2020 Suburban Mobility Authority for Regional Transportation (SMART)

BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)

There are no modifications in the content and funding distribution of this annual Municipal Credit Contract.
This money is made available to Van Buren Township to use for transportation purposes only.
The use of this money provides our elderly population within Van Buren Township the opportunity to get to and from the Senior Center, doctor appointments and various shopping trips.
Also, local children and their families benefit by utilizing the transportation for the Summer Camp program ran by our Recreation Department. Many families could not participate in the Summer Camp program or the benefits of the Senior Center without the transportation assistance.
Monies received by SMART help cover drivers wages, gasoline, vehicle maintenance, and vehicle repairs.
The estimated funding level for FY 2020:

Recreation Transportation	$20,000.00
Senior Transportation	$ 8,348.00
	$28,348.00

BUDGET IMPLICATION	Local match of $34,500 is met by township general fund and in-kind services (Driver's wages)
IMPLEMENTATION NEXT STEP	Authorize Supervisor and Clerk to execute the contract.
DEPARTMENT RECOMMENDATION	N/A
COMMITTEE/COMMISSION RECOMMENDATION	
ATTORNEY RECOMMENDATION	N/A

(May be subject to Attorney/Client Privilege and not available under FOIA)

ADDITIONAL REMARKS

APPROVAL OF SUPERVISOR

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT FOR FY 2020

I, Kevin McNamara, as the Supervisor of **Charter Township of Van Buren** (hereinafter, the "Community") hereby apply to SMART and agree to the terms and conditions herein, for the receipt and expenditure of **Municipal Credits** available for the period July 1, 2019 through June 30, 2020 (Section 1 below), and **Community Credits** available for the period July1, 2019 to June 30, 2020 (Section 2 below); and further agree that the **Municipal and Community Credits Master Agreement** between the parties is incorporated herein by reference. A description of the service the Community shall provide hereunder is set forth in **Exhibit A**, and the operating budget for that service is set forth in **Exhibit B**, both of which are attached hereto and incorporated herein.

1. The Community agrees to use **$28,348** in **Municipal Credit** funds as follows:

(a) Transfer to _____ (TRANSFEREE COMMUNITY) Funding of: $ _____

(b) Van/Bus Operations (Including Charter and Taxi services) At the cost of: $ 28,348.00

(c) Services Purchased from SMART (Including Tickets, Shuttle Services/Dial-a-Ride) At the cost of: $ _____

(d) Services Purchased from Subcontractor At the cost of: $ _____

_____
(NAME OF SUBCONTRACTOR)
(See attached Subcontractor Service Agreement)

Total $28,348

SMART intends to provide Municipal Credit funds under this contract to the extent funds for the program are made available to it by the Michigan Legislature pursuant to Michigan Public Act 51 of 1951. Municipal Credit funds made available to SMART through legislative appropriation are based on the State's approved budget. In the event that revenue actually received is insufficient to support the Legislature's appropriation, it will result in an equivalent reduction in funding provided to the Community pursuant to this Contract. In such event, SMART reserves the right, without notice, to reduce the payment of Municipal Credit funds by the amount of any reduction by the legislature to SMART. All Municipal Credit funding must be spent by June 30, 2021; all funds not spent by that date will revert back to SMART pursuant to Michigan Public Act 51 of 1951, for expenditure consistent with Michigan law and SMART policy.

2. The Community agrees to use **$0.00** in **Community Credit** funds available as follows:

(a) Transfer to _____ (TRANSFEREE COMMUNITY) Funding of: $ _____

(b) Van/Bus Operations (Including Charter and Taxi services) At the cost of: $ _____

(c)	Services Purchased from SMART (Including Tickets, Shuttle Services/Dial-a-Ride)	At the cost of: $ _____
(d)	Capital Purchases	At the cost of: $ _____
(e)	Services Purchased from Subcontractor _____ (NAME OF SUBCONTRACTOR) (See attached Subcontractor Service Agreement)	At the cost of: $ _____
		Total $0.00

To the extent that this Contract calls for a payment of funds directly from SMART to a subcontractor, Community hereby acknowledges that it is the party entitled to receive such funds and is affirmatively authorizing and directing SMART to pay such funds directly to the subcontractor on its behalf. Capital purchases permitted with Community Credits are subject to applicable state and federal regulations, and SMART policy, including procurement guidelines. When advantageous, SMART may make procurements directly. Reimbursement for purchases made by Community requires submission of proper documentation to support the purchase (i.e. purchase orders, receiving reports, invoices, etc.). Community Credit dollars available in FY 2020, may be required to serve local employer transportation needs per the coordination requirements set forth in the aforementioned Master Agreement. All Community Credit funds must be spent by June 20, 2022; any funds not spent by that date may revert back to SMART for expenditure consistent with SMART policy.

This agreement shall be binding once signed by both parties.

Charter Township of Van Buren

By: _____

Date _____ Its: Kevin McNamara, Supervisor

By: _____

Date _____ Its: Leon Wright, Clerk

Suburban Mobility Authority for Regional Transportation

Date _____ By: _____
John C. Hertel
General Manager

Charter Township of Van Buren

Agenda Item 10

REQUEST FOR BOARD ACTION

WORK STUDY: AUGUST 19, 2019
BOARD MEETING: AUGUST 20, 2019

New Business | Unfinished Business | Public Hearing | Consent Agenda **X**

ITEM (SUBJECT)	Consider approval of the Michigan Natural Resources Trust Fund Development Project Agreement along with Resolution#2019-15 and have the Supervisor and Clerk execute the agreement.
DEPARTMENT	Parks & Recreation/Public Services
PRESENTER	Director Jennifer Wright
PHONE NUMBER	734-699-8921
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Director Matt Best and Deputy Director Jennifer Zaenglein

Agenda Topic

ACTION REQUESTED

Consider approval of the Michigan Natural Resources Trust Fund Development Project Agreement along with Resolution#2019-15 and have the Supervisor and Clerk execute the agreement.

BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)

To be in compliance with the Michigan Natural Resources Trust Fund grant a signed Development Project Agreement and Resolution is needed. This project agreement is for the .45 mile of the core route of the Van Buren Township Iron Belle Trail. The route will begin at Edgemont St in the City of Belleville along the south side of E. Huron River Dr. to Martinsville Road which will connect to existing trails within Riggs Heritage Park. This trail will be 10' wide AASHTO standards along the ROW of Huron River DR.

BUDGET IMPLICATION	$400,000 expensed from GL# 101-718-958-000 with $300,000 to be reimbursed to the Township
IMPLEMENTATION NEXT STEP	Provide copies of the signed agreement to the Michigan Department of Natural Resources and work with PEA engineers to develop plans, specs and bid documents to move forward with the development project.
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	
ATTORNEY RECOMMENDATION	Standard contract

(May be subject to Attorney/Client Privilege and not available under FOIA)

ADDITIONAL REMARKS

APPROVAL OF SUPERVISOR

Michigan Department of Natural Resources - Grants Management

Michigan Natural Resources Trust Fund
Development Project Agreement

Project Number : TF18-0125
Project Title : Iron Belle Trail - Belleville to Heritage Park

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and the **Van Buren Charter Township IN THE COUNTY OF Wayne County** ("GRANTEE"). The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In PA **12 of 2019**, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE. As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the necessary attachments by **07/14/2019.**

1. The legal description of the project area (APPENDIX A); boundary map of the project area (APPENDIX B); and Recreation Grant application bearing the number **TF18-0125** (APPENDIX C) are by this reference made part of this Agreement. The Agreement together with the referenced appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.

2. The time period allowed for project completion is **05/15/2019 through 05/31/2021**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be made in writing before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT. The project period may be extended only by an amendment to this Agreement.

3. This Agreement shall be administered on behalf of the DEPARTMENT through Grants Management. All reports, documents, or actions required of the GRANTEE shall be submitted through the MiRecGrants website unless otherwise instructed by the DEPARTMENT.

4. The words "project area" shall mean the land and area described in the attached legal description (APPENDIX A) and shown on the attached boundary map (APPENDIX B).

5. The words "project facilities" shall mean the following individual components, as further described in APPENDIX C.
   Trail 8' wide or more
   Landscaping
   Recycle Bin(s)
   Signage
   Bench(es)
   Trash Bin(s)

6. The DEPARTMENT agrees as follows:
   a. To grant to the GRANTEE a sum of money equal to **Seventy-Five (75%) Percent of Four**

Hundred Thousand ($400,000.00) dollars and Zero Cents, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Three Hundred Thousand ($300,000.00) dollars and Zero Cents**.

b. To grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:

i. Payments will be made on a reimbursement basis at **Seventy-Five (75%) Percent** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.

ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiRecGrants website, including but not limited to copies of invoices, cancelled checks, and/or list of force account time and attendance records.

iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.

iv. Final payment will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(j) of this Agreement.

7. The GRANTEE agrees as follows:

a. To immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **One Hundred Thousand ($100,000.00) dollars and Zero Cents** in local match. This sum represents **Twenty-Five(25%) Percent** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.

b. With the exception of engineering costs as provided for in Section 8, to incur no costs toward completion of the project facilities before execution of this Agreement and before written DEPARTMENT approval of plans, specifications and bid documents.

c. To complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:

i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.

ii. Within 180 days following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the

DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.

iii. Upon written DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than $10,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.

iv. Upon written DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between $2,500 and $10,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.

v. Maintain detailed written records of the contracting processes used and to submit these records to the DEPARTMENT upon request.

vi. Complete construction to all applicable local, state and federal codes, as amended; including the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; and the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Acts, Act 453 of 1976, as amended.

vii. Bury all new telephone and electrical wiring within the project area.

viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.

d. To operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.

e. To provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.

f. To adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.

g. To separately account for any revenues received from the project area which exceed the

demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.

h. To furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.

i. To maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.

j. To erect and maintain a sign on the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color, and design of this sign shall be in accordance with DEPARTMENT specifications.

k. To conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.

8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning January 1, **2019** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.

9. To be eligible for reimbursement, the GRANTEE shall comply with the DEPARTMENT requirements. At a minimum, the GRANTEE shall:

   a. Submit a written progress report every 180 days during the project period.

   b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.

   c. Submit a complete request for final reimbursement within 90 days of project completion and no later than **08/31/2021**. If the GRANTEE fails to submit a complete final request for reimbursement by **08/31/2021**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.

10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before

implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.

11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in APPENDIX C and this Agreement.

12. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.

13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: 1) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservations or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:

    a. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and

    b. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.

14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.

15. None of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed in perpetuity, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.

16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:

    a. The GRANTEE agrees that the project area or any portion thereof will not be converted to other than public outdoor recreation use without prior written approval by the DEPARTMENT and the BOARD and implementation of mitigation approved by the DEPARTMENT and the BOARD, including but not limited to replacement with land of similar recreation usefulness and fair market value.

b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT and the BOARD.

c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.

17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater fair market value, and of reasonably equivalent usefulness and location. The DEPARTMENT and BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater fair market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.

18. The GRANTEE acknowledges that:

    a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and

    b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and

    c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing same.

19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.

20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts 451 of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.

21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give written approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:

    a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;

or

b. If any portion of the project area is a facility, documentation that Department of Natural Resources-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.

22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the MNRTF Board with no reimbursement made to the GRANTEE.

23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.

24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.

25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.

26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.

27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.

28. Upon breach of the Agreement by the GRANTEE the DEPARTMENT, in addition to any other remedy provided by law, may:

    a. Terminate this Agreement; and/or

    b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or

    c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the

Michigan Natural Resources Trust Fund and the Land and Water Conservation Fund; and/or

d. Require repayment of grant funds already paid to GRANTEE.

e. Require specific performance of the Agreement.

29. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.

30. Prior to the completion of the project facilities, the GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.

31. The GRANTEE agrees 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, marital status, familial status or disability that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.

32. The DEPARTMENT shall terminate and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Labor and Economic Growth pursuant to Public Act No. 278 of 1980.

33. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.

34. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

35. The Agreement may be executed separately by the parties. This Agreement is not effective until:
    a. The GRANTEE has signed the Agreement and returned it together with the necessary attachments within 60 days of the date the Agreement is issued by the DEPARTMENT, and

b. The DEPARTMENT has signed the Agreement. IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, on this date.

Approved by resolution (true copy attached) of the _____,
date

_____ meeting of the _____.
(special or regular) (name of approving body)

GRANTEE

SIGNED:

By: _____

Print Name: _____

Title: _____

Date: _____

Grantee's Federal ID#
38-6007135

MICHIGAN DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENT

SIGNED:

By: _____
Dan Lord

Title: Manager, Grants Management

Date: _____

CHARTER TOWNSHIP OF VAN BUREN
COUNTY OF WAYNE, MICHIGAN
RESOLUTION 2019 -15

At a regular meeting of the Charter Township of Van Buren Board of Trustees, Wayne County, Michigan held on the 20th day of August 2019 at 6:30 p.m., the following Resolution was proposed:

WHERE AS, upon motion made by _____, seconded by _____, the following Resolution was adopted:

WHERE AS, "RESOLVED, that the _____, Michigan, does hereby accept the terms of the Agreement for TF 18-0125 as received from the Michigan Department of Natural Resources (DEPARTMENT), and that the _____ does hereby specifically agree, but not by way of limitation, as follows:

1.) To appropriate all funds necessary to complete the project during the project period and to provide $100,000.00 dollars to match the grant authorized by the DEPARTMENT.

2.) To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.

3.) To construct the project and provide such funds, services and materials as may be necessary to satisfy the terms of said Agreement.

4.) To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.

5.) To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

Roll Call Vote
Yeas:
Nays:

STATE OF MICHIGAN
COUNTY OF _____

I hereby certify that the foregoing is a true and correct resolution adopted by the Board of Trustees of the Charter Township of Van Buren at a regular meeting held on August 20, 2019, relative to the Agreement with the Michigan Department of Natural Resources.

_____
Leon Wright, Township Clerk

Charter Township of Van Buren

Agenda Item 11

REQUEST FOR BOARD ACTION

WORK STUDY: AUGUST 19, 2019
BOARD MEETING: AUGUST 20, 2019

New Business | Unfinished Business | Public Hearing | Consent Agenda **X**

ITEM (SUBJECT)	Consider approval of the Intergovernmental Agreement with Wayne County and Van Buren Township and have the Supervisor and Clerk execute the agreement.
DEPARTMENT	Parks & Recreation/Public Services
PRESENTER	Supervisor McNamara and Director Jennifer Wright
PHONE NUMBER	734-699-8921
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Director Matt Best and Deputy Director Jennifer Zaenglein

Agenda Topic

ACTION REQUESTED

Consider approval of the Intergovernmental Agreement with Wayne County and Van Buren Township and have the Supervisor and Clerk execute the agreement.

BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)

The current playground at French landing Park has been closed due to multiple posts failing on the structure. The playground is not able to be repaired and needs to be removed because it is a safety concern as it currently stands. Van Buren Township has been awarded $120,000 from the Wayne County Park Millage and is able to use these funds to demolish the structure and make additional improvements to the park. The Township can leverage French Landing Park's choice location, for fishing access and already established comfort station to transform the space into a destination for residents and visitors of the Township.
This is a standard contract with Wayne County that needs to be established prior to demolition and construction.

BUDGET IMPLICATION	$120,000 expensed from Wayne County Park Millage Project GL# 101-718-973-000
IMPLEMENTATION NEXT STEP	Provide copies of the signed agreement to the Charter County of Wayne
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	
ATTORNEY RECOMMENDATION	Standard contract

(May be subject to Attorney/Client Privilege and not available under FOIA)

ADDITIONAL REMARKS

APPROVAL OF SUPERVISOR K McNamara

AGREEMENT

between

THE CHARTER COUNTY OF WAYNE

and

THE TOWNSHIP OF VAN BUREN

for

Improvements to

FRENCH LANDING PARK

FY 2015-19

TABLE OF CONTENTS

1.	PURPOSE	3
2.	SCOPE OF THE PROJECT	3
3.	TERM OF CONTRACT	3
4.	COUNTY'S COVENANTS	3
5.	CITY'S COVENANTS	3
6.	TERMINATION	4
7.	DATA TO BE FURNISHED	5
8.	ADMINISTRATION	5
9.	RELATIONSHIP OF PARTIES	6
10.	INSURANCE	6
11.	HOLD HARMLESS	6
12.	LIABILITY	6
13.	ENVIRONMENTAL MATTERS	6
14.	COMPLIANCE WITH LAWS	8
15.	AMENDMENTS	8
16.	NONDISCRIMINATION PRACTICES	8
17.	ETHICS IN CONTRACTING	10
18.	NOTICES	10
19.	WAIVER OF ANY BREACH	11
20.	SEVERABILITY OF PROVISIONS	11
21.	MERGER CLAUSE	11
22.	JURISDICTION AND LAW	11
23.	MISCELLANEOUS	11
24.	AUTHORIZATION AND CAPABILITY	12
25.	SIGNATURE	12
EXHIBIT A: LEGAL DESCRIPTIONS		15
EXHIBIT B: PROJECT DESCRIPTIONS		16
EXHIBIT C: SIGNAGE SPECIFICATIONS		17
EXHIBIT D: INSURANCE COVERAGES		19

THIS AGREEMENT ("Agreement") is between the County of Wayne, Michigan, a public body corporate and Home Rule Charter County, acting through its Department of Public Services, Parks Division (hereinafter the "County") and the Township of Van Buren, a Michigan municipal corporation (hereinafter "Township").

1. PURPOSE

1.01 The County and Township have an interest in entering into cooperative parks and recreation projects that are mutually beneficial to the citizens of Wayne County.

2. SCOPE OF THE PROJECT

2.01 The County will cooperatively fund the construction of improvements (the "Project") at French Landing Park, located in the Township (individually, "Site" or collectively, "Sites"), for the citizens of Wayne County, at the location(s) described in **Exhibit A** attached hereto and made a part hereof. The County will finance any improvements agreed upon by the Chief Executive Officer for the County or his/her designee and the Supervisor of the Township or his/her designee, in creation of the Project under the limitations indicated in Sections 3, 4 and 5.

3. TERM OF CONTRACT

3.01 The effective date of this Agreement is upon approval of the County Commission and **shall terminate on September 30, 2021 at 11:59 p.m.**

3.02 If Township fails to complete the Project by the termination date as stated in Section 3.01, the parties agree that the County shall be under no further obligation to provide any remaining funds committed hereunder.

4. COUNTY'S COVENANTS

4.01 The County will assist in funding construction of the Project described in **Exhibit B** attached hereto and made a part hereof. The FY 2015-19 funding provided by the County for the recreational Project **shall not exceed One Hundred Twenty One Thousand Eight Dollars ($121,008).**

5. TOWNSHIP'S COVENANTS

5.01 Prior to construction of any portion of the Project, Township shall provide the County with documents evidencing title to each Site, including, but not limited to, deeds, assignments, leases, land contracts, and mortgage instruments. The documents must specify all covenants, restrictions, easements, or other encumbrances on each Site.

5.02 Township warrants that it is the legal owner with good, valid, and clear title to each Site and that each Site is accurately described in **Exhibit A**. Township shall hold harmless and defend the County against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including but not limited to, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to an action by a third party to quiet title in any Site described in **Exhibit A**.

5.03 Township shall keep accurate records and account of the Project costs that shall be accessible for inspection and audit by a representative of the County.

5.04 Township shall submit to the County no more frequently than once every 30 days, a certified application for reimbursement of acceptable Project costs together with all contractor and subcontractor certified invoices and any required supporting documentation for reimbursement, which shall be made upon receipt and approval of the application for reimbursement. The County is under no obligation to reimburse Township for any unapproved costs or costs outside the scope of this Agreement.

5.05 Township shall be responsible for financing the Project beyond the financial commitment the County has made as indicated in Section 4.01.

5.06 Township shall operate and maintain improvements for public recreation, and that it shall allow each park to be open to the public on equal and reasonable terms and that no individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age or handicap.

5.07 Township agrees that in consideration of the financial commitment that the County is providing for the Project, Township shall operate each Site as a recreational facility for no less than ten (10) years after the Project is completed.

5.08 Township will develop signage at its own expense, which recognizes the County as a donor at each Site. The signage shall comply with the specifications described in **Exhibit C** attached hereto and made a part hereof. The County shall have the right to approve the signage. Such approval will not be unreasonably withheld or delayed. Township shall install the signage prior to the Project's completion.

5.09 Township agrees to provide the County with an opportunity to participate in planning any press conference, ribbon cutting ceremony, opening ceremony, or other public/media announcement related to the Project ("media event"). Township further agrees to provide the County with no less than thirty (30) days prior written notice of a proposed media event.

5.10 Breach of any of the provisions contained in this Article may be regarded as a material breach of this Agreement.

6. TERMINATION

6.01 This Agreement can be terminated by either party with or without cause upon thirty (30) days written notice, prior to commencing construction. If terminated prior to commencing construction of the Project, each party is solely responsible for its own costs, fees, and obligations incurred prior to the termination.

6.02 After the Project's construction is commenced, the County may terminate this Agreement with or without cause and shall be responsible for expenses previously approved by the County and incurred by Township, not to exceed the amount stated in Section 4.01.

6.03 Township may terminate this Agreement, with or without cause, after construction is commenced and shall return to the County any funding provided by the same under this Agreement.

6.04 This Agreement shall terminate if any Site is not operational and regularly open to the public.

7. DATA TO BE FURNISHED

7.01 Township must maintain copies of all information, books, data, reports, records, etc., related to the Project. Such information and records shall be maintained for a period of three (3) years from the date Township receives its final reimbursement payment under this Agreement.

7.02 Upon the request of the County or its authorized representative, including its Legislative Auditor General, Township must furnish, without charge, copies of all information, books, records, data, reports, etc., of Township, or any contractors, subcontractors, consultants or agents rendering or furnishing services under this Agreement, whether direct or indirect, that will permit adequate evaluation or audit of the services provided by Township or any of its contractors, subcontractors, consultants or agents. Township must include a similar covenant allowing for County audit in any agreement it has with a contractor, subcontractor, consultant or agent related to this Agreement. The County may delay reimbursement payments to Township pending the results of any such audit without penalty or interest.

7.03 The County may schedule conferences at mutually convenient times with Township administrative personnel to gather the information. If, as a result of any audit conducted by or for the County relating to Township's performance under this Agreement, a discrepancy should arise as to the amount of compensation due Township, Township shall pay to the County on demand the amount of compensation in question. If Township fails or refuses to make payment, in addition to other legal remedies available to the County, the County may retain said amount from any funds allocated to Township but not yet disbursed under this Agreement or may offset such a deficiency against the compensation to be paid Township in any concurrent, successive or future agreements between the parties.

7.04 Township further acknowledges the right of the Wayne County Commission as a third-party beneficiary of this Agreement to sue for specific performance to enforce the audit rights provided herein for the Legislative Auditor General.

8. ADMINISTRATION

8.01 Township must inform the County as soon as the following types of conditions become known:

A. Probable delays or adverse conditions which do or may materially prevent meeting the objectives of this Agreement, including changes, transfer, or assignment of any real property interest related to any Site;

B. Favorable developments or events that enable meeting time schedules or goals sooner than anticipated; or

C. Any changes or modifications in appropriations and funding for the Project.

9. RELATIONSHIP OF PARTIES

9.01 The parties are independent entities. No liability or benefits, such as Workers' Compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agents, contractors, subcontractors, or employees as a result of this Agreement. No relationship, other than that of independent contractor will be implied between the parties, or either party's agents, employees, contractors, or subcontractors.

10. INSURANCE

10.1 Township will require that all contractors undertaking work on the Project abide the terms, and provide insurance coverage in said amounts, as set forth in **Exhibit D**.

10.2 All insurance and bonds shall name the Charter County of Wayne and the Township as insured or beneficiary.

11. HOLD HARMLESS

11.01 Township agrees to remain responsible for its own negligence, or tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, contractors, subcontractors, consultants, or agents. It is agreed that the County is merely acting as a funding source for the Project and that any negligence, or tortious acts, errors, or omissions on the part of the County shall only arise out of providing these funds or processing reimbursement requests made by Township as submitted pursuant to Section 5.04.

11.02 This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or Township or any of their agencies, or employees, as provided by statute or modified by court decisions.

12. LIABILITY

12.01 The County does not assume and is not responsible for, payment of any debt service, lien, or encumbrance, including, but not limited to, mortgage, promissory note, land contract, or other obligation, incurred prior to the signing or during the term of this Agreement.

12.02 This Agreement is not intended to create beneficial rights in any third party other than the Wayne County Commission. This Agreement is entered into for the sole benefit of the parties to this Agreement.

13. ENVIRONMENTAL MATTERS

13.01 Township warrants to the County that Township will not use Hazardous Materials (as defined in Section 13.06) at any Site in violation of any governmental regulation pertaining to the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials.

13.02 Township warrants that it is not in violation of governmental regulations pertaining to the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials at any Site, and, to the best of Township's knowledge, there have been no actions commenced or threatened by any party for noncompliance which affects a Site.

13.03 Township will keep each Site free of Hazardous Materials except to the extent that the Hazardous Materials are stored or used in compliance with applicable local, state and federal regulations. Township must not cause or permit any Site to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with governmental regulations. Township shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of Township, any tenant, subtenant or occupant, the release, spill, leak or emission of Hazardous Materials at any Site or onto any other contiguous property.

13.04 Prior to commencing the Project, Township must conduct and complete or cause to be conducted and completed an investigation, including a comprehensive environmental audit, studies, sampling, and testing, as the County deems necessary. A copy of any environmental audit, study, sampling or testing shall be provided to the County within ten (10) working days of Township's receipt of such audit, study, sampling or testing. If the audit reveals the existence of any Hazardous Material at any Site, Township shall immediately disclose the findings to the County. If the County decides to proceed with the Project, Township shall do or cause to be done all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, under, from or affecting the Site as required by all applicable governmental regulations, to the satisfaction of the County, and according to all federal, state and local governmental authorities. Any audit conducted by the County is solely for the benefit, protection, and interest of the County. Township or any third party cannot rely upon the audit conducted by the County for any purpose.

13.05 It is agreed that the County is merely acting as a funding source for the Project and that the County shall only be responsible for providing these funds and processing reimbursement requests made by Township as submitted pursuant to Section 5.04. Therefore, the County shall not be responsible for any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including attorney and consultant fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to:

A. The presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from or affecting the Site or the soil, water, vegetation, buildings, personal property, persons or animals;

B. Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Materials at a Site;

C. Any lawsuit brought or threatened, settlement reached or government order relating to the Hazardous Materials with respect to a Site;

D. Any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of any mortgage, which are based on or related to the Hazardous Materials used at a Site;

E. This section applies to the presence, disposal, release, leakage, or threatened release of any Hazardous Materials prior to the effective date of this Agreement.

13.06 Hazardous Material means any material or substance:

A. Which is or becomes defined as a hazardous substance, pollutant, or contaminant pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601 et. seq.) and any amendments thereto and regulations pursuant thereto;

B. Containing gasoline, oil, diesel, fuel, or other petroleum products;

C. Which is or becomes defined as hazardous waste pursuant to the Resource Conservation and Recovery Act (42 U.S.C. 6901 et. seq.) and any amendments thereto and regulations pursuant thereto;

D. Containing polychlorinated biphenyl;

E. Containing asbestos;

F. Which is radioactive;

G. The presence of which requires investigation or remediation under any governmental regulation; or

H. Which is or becomes defined as a hazardous waste, hazardous substance, pollutant, contaminant, or biologically hazardous material under any governmental regulation.

14. COMPLIANCE WITH LAWS

14.01 Each party must comply with and must require its employees to comply with all applicable laws and regulations.

14.02 Township must construct and develop the Project or cause the Project to be constructed and developed according to applicable local, state and federal laws.

15. AMENDMENTS

15.01 No amendment to this Agreement is effective unless it references this Agreement, is written, is signed and acknowledged by duly authorized representatives of both parties and approved by resolutions adopted by the Van Buren Township Board of Trustees and the Wayne County Commission.

16. NONDISCRIMINATION PRACTICES

16.01 Township shall require that all contractors, subcontractors, consultants and agents retained to perform work related to this Agreement comply with:

A. Titles VI and VII of the Civil Rights Act (42 U.S.C. §§ 2000d et. seq.) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to these Titles.

B. The Age Discrimination Act of 1985 (42 U.S.C. §6101-07).

C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).

D. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and its associated regulations.

E. The Elliot-Larson Civil Rights Act (P.A. 1976 No. 453)

F. The Persons With Disabilities Civil Rights Act (P.A. 1976 No. 220).

G. The anti-discrimination provisions as required by Section 120-192 of the Wayne County Code of Ordinances.

16.02 All contractors, subcontractors, consultants and agents retained by Township to perform work related to this Agreement shall not:

A. Refuse to recruit, hire, employ, promote or to bar or discharge from employment an individual, or discriminate against an individual in compensation, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.

B. Limit, segregate, or classify an employee or applicant for employment in a way which deprives or tends to deprive any individual of employment opportunities or otherwise adversely affects the employment status of an employee because of race, color, creed, national origin, age, marital status, handicap, sex, familial status, height or weight.

C. Print or publish or cause to be printed or published a notice, application, or advertisement relating to employment indicating a preference, limitation, specification, or discrimination based upon race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.

D. Except as permitted by rules and regulations promulgated pursuant to Section 120-192 of the Wayne County Code of Ordinances, or applicable state or federal law, make or use a written or oral inquiry or form of application that elicits or attempts to solicit information concerning the race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight, of prospective employees. Township also shall not make or keep a record of that information or disclose such information.

E. Make or use a written or oral inquiry or form of application that expresses a preference, limitation or specification based on religion, race, color, creed, national origin, age, height, weight, marital status, handicap, or sex.

16.03 Township agrees that it will notify all of its contractors, subcontractors, consultants, or agents of their obligations relative to non-discrimination under this Agreement when soliciting the contractor, subcontractor, consultant, or agent. Township will include the provisions of this Article in any contract, as well as provide the County with a copy of any agreement with a contractor, subcontractor, consultant, or agent completing work related to this Agreement.

16.04 All contractors, subcontractors, consultants and agents retained by Township to perform work related to this Agreement shall not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Agreement, with respect to hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight. This Section does not apply if it is determined by the County Division of Human Relations that the requirements are bona fide

occupational qualifications reasonably necessary to perform the duties required for employment. The burden of proof that the occupational qualifications are bona fide is upon Township.

16.05 Breach of any of the covenants in this Article may be regarded as a material breach of this Agreement.

16.06 Township acknowledges the right of the County Director of Human Relations to sue to enforce the provisions in this Article.

16.07 If Township or any of its contractors, subcontractors, consultants, or agents does not comply with the non-discrimination provisions of this Agreement, the County may impose sanctions, as it determines to be appropriate, including but not limited to the cancellation, termination or suspension of this Agreement, in whole or in part.

16.08 In the event that Township is or becomes subject to federal or state law which conflicts with the requirements of Section 120-192 of the Wayne County Code of Ordinances, the provisions of federal or state law shall apply and this Agreement shall be interpreted and enforced accordingly. In accordance with the Elliot-Larson Civil Rights Act, P.A. 1976 No. 453, as amended, MCL 37.2101 *et seq.*, Township covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin, age, sex, weight, height, or marital status, and to require a similar covenant on the part of any contractor, subcontractor, consultant, or agent employed in the performance of this Agreement.

17. ETHICS IN CONTRACTING

17.01 Township and all of its contractors must comply with Article 12 of Chapter 120 of the Wayne County Code of Ordinances governing "Ethics in Public Contracting" or any similarly existing Township ordinances.

18. NOTICES

18.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Agreement must be given in writing and mailed by first-class mail and addressed as follows:

If to Township:
Director of Parks and Recreation
Township of Van Buren
46425 Tyler Road
Van Buren, Michigan 48111

If to the County:
Director of Parks
Wayne County Parks
33175 Ann Arbor Trail
Westland, Michigan 48185
and
Director
Wayne County Department of Public Services
400 Monroe, Suite 300
Detroit, Michigan 48226

18.02 All notices are deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

18.03 Termination notices, change of address notices, and other notices of a legal nature, are an exception and must be sent by registered or certified mail, postage prepaid, return receipt requested.

19. WAIVER OF ANY BREACH

19.01 No failure by a party to insist upon the strict performance of any term of this Agreement or to exercise any term after a breach constitutes a waiver of any breach of term. No waiver of any breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other then existing or subsequent breach.

20. SEVERABILITY OF PROVISIONS

20.01 If any provision of this Agreement or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

21. MERGER CLAUSE

21.01 This Agreement, including the Exhibits contains the entire agreement between the parties and all prior negotiations and agreements are merged in this document. Neither party has made any representations except those expressly set forth in this Agreement. No rights or remedies are, or will be acquired by either party by implication or otherwise unless set forth herein.

21.02 This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one agreement.

22. JURISDICTION AND LAW

22.01 This Agreement, and all actions arising from it, must be governed by, subject to, and construed according to the laws of the State of Michigan. Each party consents to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Agreement. Each party will not commence any action against the other because of any matter arising out of this Agreement, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Court of Claims, the Michigan Supreme Court or the Michigan Court of Appeals.

23. MISCELLANEOUS

23.01 It is mutually understood and agreed that neither of the parties hereto shall be held responsible for damages occasioned by delay or failure to perform where due to fire, strike, flood, acts of God, unavailability of labor, material, legal acts of public authorities, or delays caused by public carriers or third person (including contractors or subcontractors) which cannot reasonably be foreseen or provided against.

23.02 The parties agree that upon termination of this Agreement, the following sections shall survive termination and shall remain in full force and effect: 5.02; 11; 12; 13; 14 and 22.

23.03 The term "County" includes the Charter County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or to be created, their agents, and employees.

23.04 This Agreement must not be construed as a waiver of any governmental immunity the County or Township, or any of their agencies, or employees, has as provided by statute or modified by court decisions.

23.05 The headings of the articles in this Agreement are for convenience only and must not be used to construe or interpret the scope or intent of this Agreement or in any way affect this Agreement.

24. AUTHORIZATION AND CAPABILITY

24.01 This Agreement has been approved, as evidenced by the attached Resolutions adopted by the Van Buren Township Board of Trustees and the County Commission and executed by the County Executive and the Supervisor of the Township. Copies of such resolutions shall be attached to this Agreement.

24.02 Each party warrants that the person signing this Agreement is authorized to sign on behalf of its principal and is empowered to bind its principal to this Agreement.

25. SIGNATURE

25.01 The County and Township, by their authorized officers and representatives have executed this Agreement as of the dates written below.

[SIGNATURES ON THE FOLLOWING PAGE]

Township of Van Buren
French Landing Park

County Commission approved and execution authorized by Resolution No. _____ Date: _____	CHARTER COUNTY OF WAYNE By: _____ **Warren C. Evans** **Its: County Executive** Date: _____

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

This document was acknowledged before me on _____ by Warren C. Evans, on behalf of the Charter County of Wayne.

_____
Notary Public, Wayne County, Michigan
County of Wayne, State of Michigan
My Commission Expires: _____
Acting in Wayne County

Township of Van Buren
French Landing Park

Van Buren Township Board of Trustees approved and execution authorized by Resolution No. _____ Date: _____	TOWNSHIP OF VAN BUREN By: _____ **Kevin McNamara** Its: Supervisor Date: _____

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

This document was acknowledged before me on _____ by **Kevin McNamara** on behalf of the Township of Van Buren.

_____
Notary Public,
County of Wayne, State of Michigan
My Commission Expires: _____
Acting in Wayne County

APPROVED AS TO FORM:

By:/s/Raynard O. Jones
DEPT OF CORPORATION COUNSEL

#322144v.1 (8/9/2019)

EXHIBIT A: LEGAL DESCRIPTION

Real Estate Summary Sheet

Information herein deemed reliable but not guaranteed

07/22/2019 3:11 PM

Parcel:	83 094 01 0215 000	**Current Class:**	703.EXEMPT COUNTY CITY TWP
Owner's Name:	VAN BUREN CHARTER TOWNSHIP	**Previous Class:**	703.EXEMPT COUNTY CITY TWP
Property Address:	HAGGERTY RD VAN BUREN TOWNSHIP, MI 48111	**Gov. Unit:**	83 VAN BUREN TOWNSHIP
		MAP #	TWP PARK
		School:	82430 83-VAN BUREN
		Neighborhood:	00020 EXEMPT

Liber/Page: **Created:** / /

Split: / / **Active:** Active

Public Impr.: None

Topography: Level, Waterfront

Mailing Address:

VAN BUREN CHARTER TOWNSHIP
FRENCH LANDING PARK
46425 TYLER RD
VAN BUREN TOWNSHIP MI 48111

Description:

24B215 LOT 215 ALSO THE SWLY 1/2 OF ADJ VAC STREET SUPERVISORS VAN BUREN PLAT NO. 6 T3S R8E L73 P47 WCR

Most Recent Sale Information

None Found

Most Recent Permit Information

None Found

Physical Property Characteristics

2020 S.E.V.:	0	**2020 Taxable:**	0	**Lot Dimensions:**	
2019 S.E.V.:	0	**2019 Taxable:**	0	**Acreage:**	8.66
Zoning:	R1C	**Land Value:**	377,230	**Frontage:**	0.0
PRE:	0.000	**Land Impr. Value:**	0	**Average Depth:**	0.0

Improvement Data

None

EXHIBIT B: PROJECT DESCRIPTION

Charter Township of Van Buren
Parks and Recreation

Applicant: Jennifer Wright, Director

Organization: Van Buren Township Parks and Recreation

Project: French Landing Park Upgrades

Phone Number: 734-699-8921 (office) 313-215-2110 (cell)

Email: jawright@vanburen-mi.org

Background information:
The French Landing Dam and Powerhouse is a hydroelectric gravity dam and powerhouse crossing the Huron River in Van Buren Charter Township. The dam and the powerhouse were completed in 1925 by the Detroit Edison Company on land previously purchased in 1910.

Adjacent to this historical dam is French Landing Park. This park is a major attraction in Van Buren Township for fishing as the park contains a fishing pier, restrooms, picnic area, play equipment and beautiful scenic views of Belleville Lake and Huron River.

Details and scope of the project:
A new playground structure is needed to replace the almost 20 year old structure, additional shaded/picnic areas, clearing out of trees for better viewing area of Belleville Lake and entryway landscaping improvements.

Reason why funding is needed:
The Parks and Recreation Department, like many municipal departments, are facing tight budgets. At times, it can be difficult to maintain our parks leaving little funds to add any additional amenities or upgrades. The community will greatly appreciate funding to make the necessary upgrades to this popular local park.

Total Amount Requested from Wayne County Parks Millage Fund: $120,000.00
Project Cost Estimate = $120,000.00
Timeline of funds:
2015-2016 $30,000
2016-2017 $30,000
2017-2018 $30,000
2018-2019 $30,000 (Waiting for the allocation approval for these two years)

On behalf of Van Buren Township Parks and Recreation, I would like to thank you for your time. We greatly appreciate your support of parks and recreation and hope that you are able to contribute funding towards our project.

Sincerely,

Jennifer Wright
Director Parks and Recreation
734-699-8921

EXHIBIT C: SIGNAGE SPECIFICATIONS

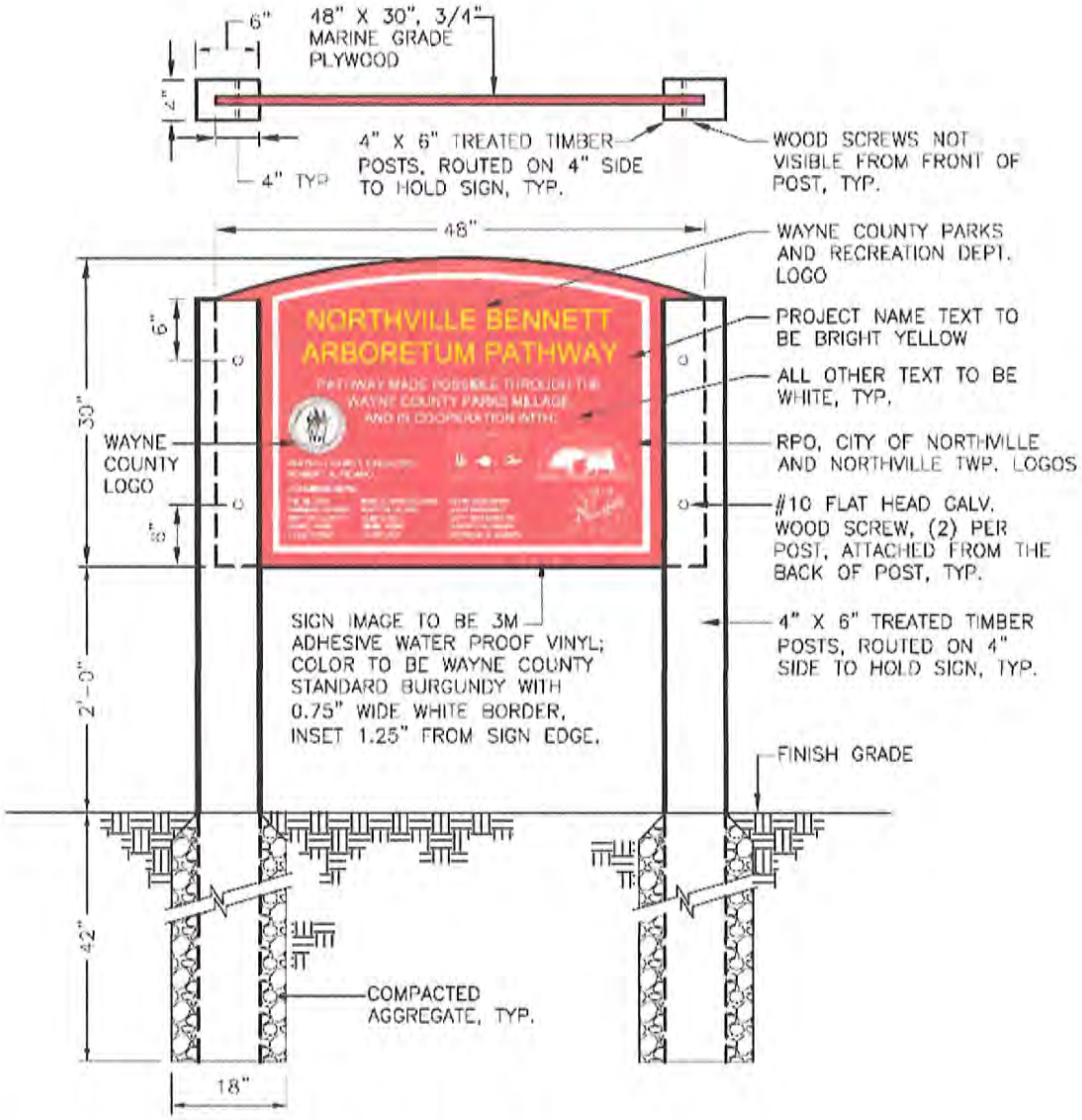
WAYNE COUNTY MEMORANDUM
PARKS DIVISION

SIGN SPECIFICATIONS

Attached, please find sketch and sample of the sign layout that we are suggesting for all IGA Grant projects. The Specs are as follows:

- Sign size: 48" x 30" ¾" marine grade plywood
- Sign is to be one sided. Two sided is optional
- To be cut with "Carriage" style top…ie arched. (optional)
- Color options up to you; 1,2,3 or 4 color…its totally up to you; of course more colors more cost involved.
- Font should be traditional styles ie Helvetica, Aerial, Times New Roman something standard.
- Include County Logo , County Executive and Commissioners bottom left
- Include City Logo , Mayor and City Council bottom right
- Parks and Rec Logo above project name.
- We suggest using 3M Reflective Adhesive water proof vinyl. Painting is optional
- Vertical posts shall be 4 x 6" weather proof timbers routed on 4" side to accommodate the sign. Staining of posts optional
- Bury post minimum of 42" into ground and backfill with dirt and compact. Concrete footing is optional
- Bottom of sign shall be 2ft. min above grade.
- Sign will be secured to posts with flat head Galv.wood screws (approx. #10) 2 per post. (min)
- Proof to be provided of final design prior to fabrication & Installation

We are pretty flexible on fabrication and colors as long as it looks generally like the sign I attached.
If you have any questions please give me a call.



COUNTY SIGN DETAIL

SCALE 3/4" = 1'-0"

COLOR CRITERIA:

BURGUNDY	YELLOW TEXT
C=25%	C=14%
M=100%	M=11%
Y=100%	Y=88%
K=26%	K=0%
OR #95191D	OR #E9D735

Exhibit D: INSURANCE COVERAGES

Township, at its expense, or any contractors, subcontractors, consultants or agents retained by Township (each a "Contractor"), at their own expense, shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services by the Contractor, its agents, representatives or employees. Contractor shall maintain at least the following minimum coverage:

Commercial General Liability (CGL)

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.

Umbrella or Excess Liability

Policy in an amount not less than $1,000,000. Umbrella or excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Contractor's general liability and to its automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees and others as may be specified in any "Special Conditions" shall be named as an additional insured under this policy.

Automobile Liability

Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than $1,000,000 per accident for bodily injury and property damage.

Workers' Compensation

Insurance as required by the State of Michigan, with Statutory limits, and employer's liability insurance with limits of no less than $1,000,000 per accident for bodily injury or disease.

Professional Liability (if Design/Build)

Insurance appropriate to the Contractor's profession, with limits no less than $3,000,000 per occurrence or claim, $3,000,000 aggregate.

Builder's Risk (Course of Construction)

Insurance utilizing "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards)

Insurance with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

If the Contractor maintains higher limits than the minimum insurance coverage required as stated above in this Exhibit, the Contractor shall maintain the coverage for the higher

insurance limits for the duration of this Agreement.

Additional Insured Status

The County, its officers, officials, employees, volunteers, and others as may be specified in any "Special Conditions" shall be additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy shall state that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation

Contractor grants to the County a waiver of any right to subrogation which any insurer of the Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

All insurance must be effected under valid and enforceable policies, issued by recognized, responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations. All companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a policyholder's service rating no lower than A:VII as listed in A.M. Best's Key Rating guide, current edition or interim report.

Claims-made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The retroactive date must be shown and must be before the date of this Agreement or the date the Contractor starts to perform the services.
2. Insurance must be maintained and evidence of insurance must be provided for at

least five (5) years after completion of this Agreement.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to this Agreement's effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Agreement work.

Verification of Coverage

Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Exhibit. The County shall receive and approve all certificates and endorsements before the Contractor begins providing services. Failure to obtain the required documents prior to commencement of services shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Exhibit, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance satisfying all the stated requirements, and Contractor shall ensure that the County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

➢ The Contractor must submit certificates evidencing the insurance to the County Risk Management Division at the time the Contractor executes an agreement with the Township, and at least fifteen (15) days prior to the expiration dates of expiring policies.

Surety Bonds

The Contractor shall provide the following surety bonds: 1) bid bond; 2) performance bond; 3) payment bond; 4) maintenance bond. The payment bond and the performance bond shall be in a sum equal to the contract price. If the performance bond provides for a one year warranty a separate maintenance bond is not necessary. If the warranty period specified in the contract is for longer than one year a maintenance bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of Michigan and secured through an authorized agent with an office in Michigan.

Charter Township of Van Buren

Agenda Item 12

REQUEST FOR BOARD ACTION

WORK STUDY: AUGUST 19, 2019
BOARD DATE: AUGUST 20, 2019

New Business **X** | Unfinished Business | Public Hearing | Consent Agenda

ITEM (SUBJECT)	Consider approval of PEA Inc., professional services for the segment of the Iron Belle Trail through Van Buren Township and have the Supervisor and Clerk execute the agreement.
DEPARTMENT	Public Services
PRESENTER	Director of Public Services Matt Best Executive Assistant of Public Services Elizabeth Renaud
PHONE NUMBER	734-699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Director Jennifer Wright Parks and Recreation

Agenda topic

ACTION REQUESTED

Consider approval of PEA Inc., professional services for the segment of the Iron Belle Trail through Van Buren Township and have the Supervisor and Clerk execute the agreement.

BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)

The State of Michigan Department of Natural Resources $50,000 mini-grant will be used for professional services for a segment of the Iron Belle Trail through Van Buren Township. PEA Inc, has been diligently working with Van Buren Township since 2017 with engineering services for the Iron Belle Trail. PEA has also been the consultant of choice for the Michigan Trails and Greenways Alliance and has assisted in the engineering for Iron Belle Trails throughout Michigan.

This grant request is to advance the Iron Belle Trail design effort in the Township by further developing engineering and permitting plans for the stream crossing of Willow Run Creek. The project area is the location of the old roadbed that runs between Old Denton Road and the gravel road within Van Buren Park.

PEA Inc, will assist the Township in developing preliminary plans, topographic survey, wetland delineation and floodplain evaluation, design develop documents, floodplain/wetland permitting, geotechnical investigation, construction drawings and meetings.

BUDGET IMPLICATION In-kind staff services as a grant match

IMPLEMENTATION NEXT STEP PEA proposes to begin work on this project upon notice

DEPARTMENT RECOMMENDATION Approved

COMMITTEE/COMMISSION RECOMMENDATION

ATTORNEY RECOMMENDATION

(May be subject to Attorney/Client Privilege and not available under FOIA)

ADDITIONAL REMARKS

APPROVAL OF SUPERVISOR M. Damman

Civil Engineers | Land Surveyors | Landscape Architects
experienced. responsive. passion for quality.
Branch Office: 7927 Nemco Way, Suite 115 • Brighton, MI 48116
t: 517.546.8583 • f: 517.546.8973 • www.peainc.com

July 25, 2019
PEA Proposal No: PR19-482

via email: JAWright@vanburen-mi.org

Ms. Jennifer Wright
Director of Parks and Recreation
Van Buren Township
46425 Tyler Road
Van Buren Township, MI 48111

RE: Iron-Belle Trail
Proposal for Professional Services
Van Buren Township, Wayne County, Michigan

Dear Ms. Wright:

PEA, Inc. is pleased to provide this proposal for professional services for a segment of the Iron Belle Trail through Van Buren Township.

Project Description

It is our understanding that Van Buren Township has received funding from the Michigan Department of Natural Resources (MDNR) through a mini-grant application that PEA assisted the Township with in 2019. The grant request was to advance the Iron Belle Trail design effort in the Township by further developing engineering and permitting plans for the stream crossing of Willow Run Creek. The project area is the location of the old roadbed that runs between Old Denton Road and the gravel road within Van Buren Township Park. A separate effort under a separate contract will provide plans for a pathway through the remainder of the park. The intent is that the plans prepared as part of this effort will be incorporated into a larger plan set for the overall park in the future. PEA will assist the Township in developing plans as outlined below.

Scope of Services

A. Topographic Survey

In order to prepare an accurate set of plans for this project, it will be necessary to prepare an accurate survey of the existing conditions of the project area. This will include the following:

- Prepare a topographical survey of the project areas extending from Old Denton Road across Willow Run Creek to the location where the old road-bed intersects the existing road in Van Buren Park. A stream survey of Willow Run Creek is not included, but PEA will survey the stream cross section at the location of the proposed stream crossing.
- Locate the R.O.W. of Old Denton Road.
- Locate any and all existing utilities visible from the surface and as indicated on records provided by the various applicable utility companies and agencies.
- Depict easements indicated in the Client provided title work.

B. Wetland Delineation and Floodplain Evaluation

PEA will complete a wetland delineation in the project area to determine if there are regulated wetlands along the shoreline of Willow Run Creek. PEA will flag and survey any wetlands found in the project area. PEA will also evaluate the floodplain elevation in the project area based on available data. It is assumed HEC-RAS study will not be required by the Michigan Department of Environment, Great Lakes and Energy (EGLE), therefore a HEC-RAS study of the stream is not proposed. PEA will evaluate potential flood impacts from the nearby dam based on available data, but a dam break study is not included. PEA will provide a summary report of the findings. PEA will attend a pre-application meeting with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) to review the proposed bridge crossing and impacts to the floodplain.

C. Design Development Documents

PEA will develop a detailed design of the proposed stream crossing. This will include a detailed grading plan beyond what was proposed on the preliminary engineering plans previously prepared by PEA. PEA will specify a pre-fabricated bridge structure and prepare a preliminary design of the headwalls and retaining walls required for the bridge and pathway. The intent of this phase is to develop grading plans sufficient for determining impacts to the floodplain or wetlands.

D. Floodplain / Wetland Permitting

PEA will prepare a permit application and exhibits of the proposed bridge crossing and potential wetland impacts including cross sections and earthwork calculations. PEA will submit the application to EGLE for a Part 301 Inland Lakes & Streams permit. PEA will make minor revisions and respond to questions from EGLE during the permitting process.

E. Geotechnical Investigation

The geotechnical investigation will be directed by a registered professional engineer acting as a Project Manager. During the geotechnical investigation, we will arrange for a reputable drilling company to drill the test borings and provide full-time technical supervision of drilling operations. Our trained personnel will direct field operations, determine type of sampling required, classify subsoil strata, prepare a field log for the test boring, and revise drilling procedures as necessary to adequately define subsurface conditions on the site. Using a full-time drilling inspector ensures that the boreholes are properly logged, samples are properly collected, all necessary information is recorded. If unexpected field conditions affecting the project are encountered, we can inform the Client without delay. As part of the monitoring, our personnel also will ensure that standardized drilling and sampling techniques are followed.

We will stake the soil test boring locations at the time of drilling. We will drill a total of 2 soil test borings to a depth of 30 feet below ground surface (bgs) at the location of the bridge abutments. We will advance six (6) hand augers to a depth of up to 5 feet within the area of proposed retaining walls and pathways.

The test borings will entail soil sampling at regular intervals using the Standard Penetration Test method. Shelby tube samples will also be obtained if low strength cohesive soils are encountered. However, we do not anticipate the need for any Shelby tubes at this time and none are included in the pricing.

Laboratory tests will be performed as necessary to establish the significant characteristics and parameters of the foundation soils. The laboratory testing program tentatively includes moisture content tests, Atterberg limits tests and unconfined compressive strength tests on samples selected by the geotechnical engineer; however, the actual laboratory testing program will depend upon the specific subsurface conditions encountered in the test borings and the soil samples obtained. After completion of the field investigation and laboratory tests, an engineering report will be prepared containing a summary of the findings of the subsurface investigation, our professional opinions regarding the subsurface conditions as they relate to the earth supported elements of the proposed development and preliminary geotechnical engineering recommendations to aid in planning the design and construction of the earth related aspects of the project.

The prepared engineering report summarizes our findings and presents evaluations, conclusions and recommendations regarding the following items:

- Regional Geology and Site Seismic Coefficient
- Recommended foundation type for the support of the proposed structure
- Recommended allowable soil bearing pressures
- Estimates of settlement associated with shallow foundations
- Groundwater conditions and control in construction excavations
- Earthwork operations to prepare the site for development including requirements for fill and backfill
- Considerations relating to lateral earth and hydrostatic pressures on below grade structures
- Considerations relating to the support of floor slabs including the treatment of the soils and vapor intrusion
- Pavement design considerations including an estimated CBR value
- Other subsurface conditions which may have an impact on design and construction of structures

F. Construction Drawings

PEA will prepare detailed engineering Construction Drawings of the project area. The bridge will be a pre-fabricated structure. Details of the bridge will be provided to PEA by the bridge vendor. PEA will engage a sub-contractor to perform the structural engineering for the bridge abutments. PEA will provide the following plan sheets:

- Site Layout Plan
- Grading Plan and Drainage Plan
- Soil Erosion and Sedimentation Control Plan
- Bridge Details

The construction documents for this area will be incorporated into the plan set for a larger project area in the future as part of work executed under a separate contract. Therefore, a full set of construction documents for engineering review, bidding and permitting will not be provided. Final documents including specifications for building permits and for bidding including technical specifications will be provided under a separate contract.

G. Meetings

PEA will attend meetings as required throughout the project. Since the exact number of meetings cannot be determined at this time, a budgetary estimate has been provided.

Fee Schedule

PEA will complete the above outlined professional services per the fees listed below. If the scope of services changes and it appears that additional work will be needed to complete a new task, PEA will advise the Client as to the anticipated fees necessary to complete the new task.

Phase II		
Task A: Topographic Survey	$ 7,800.00	lump sum
Task B: Wetland Delineation and Floodplain Evaluation	$ 5,500.00	lump sum
Task C: Design Development Documents	$ 7,100.00	lump sum
Task D: Floodplain / Wetland Permitting	$ 6,500.00	lump sum
Task E: Geotechnical Investigation	$ 4,500.00	lump sum
Task F: Construction Drawings	$16,000.00	lump sum
Task E: Meetings	$ 1,500.00	hourly estimate
Total Fee	**$48,900.00**	

Reimbursable expenses such as the cost of printing, postage, permit application fees, reproduction and overnight mail service are not included in the above fee estimate and will be added separately on each invoice.

Assumptions and Understandings

Unless otherwise indicated in the proposal above, the following assumptions and understandings apply to this project:

- The work in this proposal is limited to the specific area noted in this proposal.
- A HEC-RAS study or floodway analysis is not included.
- Services related to site plan approval are not included in this proposal.
- The Township is responsible for all permit application fees.
- Services related to bidding and permitting other than the EGLE permit noted above, are not included.
- All work shall be performed in accordance with the standard terms and conditions indicated on the attached *Exhibit "A" (Hourly Rate Schedule and Standard Agreement for Professional Services).*

We thank you for the opportunity to submit this proposal. When signing this proposal, Van Buren Township understands and accepts the fact that payment for services rendered is due within 30 days of the date of our invoice. Van Buren Township agrees that payments to PEA are not subject to local or state agency approvals, permit acquisitions, third party agreements, project financing, or closings. If this proposal is acceptable to you, please sign below and return one copy.

Sincerely,

PEA, Inc.

Jeffrey T. Smith, PLA, ASLA
Director of Landscape Architecture

Attachment: Exhibit "A"

Van Buren Township
Signatory is responsible for payment

By: _____

Printed Name: _____

Title: _____

Dated: _____

Email: _____

Phone: _____

EXHIBIT "A"

HOURLY RATE SCHEDULE FOR PROFESSIONAL SERVICES

(Hourly Rate Schedule is subject to annual increases)

3 PERSON SURVEY CREW	$210.00
2 PERSON SURVEY CREW	168.00
1 PERSON SURVEY CREW	130.00
SENIOR LANDSCAPE ARCHITECT	120.00
LANDSCAPE ARCHITECT	110.00
LANDSCAPE DESIGNER IV	105.00
LANDSCAPE DESIGNER III	100.00
LANDSCAPE DESIGNER II	85.00
LANDSCAPE DESIGNER I	75.00
PROFESSIONAL WETLAND SCIENTIST	140.00
SURVEY/ENGINEERING TECHNICIAN.IV...	105.00
SURVEY/ENGINEERING TECHNICIAN III	95.00
SURVEY/ENGINEERING TECHNICIAN II	90.00
SURVEY/ENGINEERING TECHNICIAN I	80.00
CAD TECHNICIAN III	90.00
CAD TECHNICIAN II	85.00
CAD TECHNICIAN I	80.00
SENIOR PROJECT MANAGER	$160.00
PROJECT MANAGER	148.00
PROJECT COORDINATOR	120.00-140.00
SENIOR PROJECT SURVEYOR/ENGINEER	135.00
PROJECT SURVEYOR/ENGINEER	128.00
SENIOR STAFF SURVEYOR/ENGINEER	113.00
PROJECT DESIGNER II	130.00
PROJECT DESIGNER I	105.00
STAFF ENGINEER III	108.00
STAFF ENGINEER II	105.00
STAFF ENGINEER I	98.00
STAFF SURVEYOR III	105.00
STAFF SURVEYOR II	98.00
STAFF SURVEYOR I	95.00
CONSTRUCTION OBSERVER	70.00-98.00
ADMINISTRATIVE SERVICES...	60.00
FIELD TECHNICIAN	60.00-98.00

Troxler Nuclear Density Meter $50/day + Operator's Time
Expert Testimony and/or Depositions 50% added to Hourly Rate Schedule
This Hourly Rate Schedule represents standard rates for the hours between 7:00 am and 6:00 pm daily, Monday through Friday. Premium rates (one and one-half times the standard rate) may be charged for over eight (8) hours in a day, time on weekends and/or Holidays.

REIMBURSABLE EXPENSES

The following expenses, when incurred in direct connection with the Project, will be charged at the rate shown:

Transportation, lodging and subsistence for out-of-town travel	Cost + 10% Administration Fees
Photographs, shipping and express delivery charges, and Project related purchases	Cost + 10% Administration Fees
Vehicle Mileage from PEA offices, exceeding a 30-mile radius will be charged at	$0.70 per Mile
Obtain Subcontractors/Subconsultants to perform specialty work	Consultant Fee + 15% Administration Fees
Printing and reproduction	PEA Cost
Application Fees	Cost + 10% Administration Fees

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE I – AGREEMENT. This Agreement between the parties identified herein consists of the terms in the "Standard Agreement for Professional Services", the Hourly Rate Schedule and the Proposal. PEA refers to Professional Engineering Associates, Inc., which includes all Departments of PEA. CLIENT refers to person or entity with which PEA has contracted to perform professional services. Project refers to the scope of services outlined in the Proposal. PEA agrees not to begin work until the Proposal is executed by both parties.

ARTICLE II – SCOPE OF SERVICES. PEA's professional services under this Agreement extend only to those services specifically described in the Proposal. Other services will be considered as Additional Services. Should changes be made in the plan or phasing or implementation of the plan following initiation of the effort included within the scope of work, the CLIENT accepts that the extra effort and expenses necessary due to these changes will be treated as Additional Services. If upon the request of the CLIENT, PEA agrees to perform Additional Services, then CLIENT agrees to pay PEA for the performance of such Additional Services in accordance with the Hourly Rate Schedule. PEA will not accrue fees for Additional Services with without further authorization from the Client. All meetings and/or site visits requested beyond the maximum number indicated in the Scope-of-Work shall be billed on a Time and Material basis as Additional Services based on the Hourly Rate Schedule for Professional Services.

PEA may incorporate "Performance Specifications" as a component of Construction Documents. Performance Specifications rely upon a statement of systems, equipment and/or materials to be incorporated into the project in terms of required results, without mandating specific means for achieving the required results. Performance Specifications establish minimum standards which must be met by defining the functional requirements, the operating conditions and/or environment in which it must operate and/or related matters such as general standards which must be satisfied, warranty requirements, etc. Where performance specifications are used, they will be identified as such.

Where Performance Specifications are used, the Contractor, Subcontractors, Manufacturer and/or Supplier of the materials or equipment to be furnished assume design responsibility and liability for the applicable systems, equipment or materials. The Contractor, their Subcontractors, and others who actually manufacture and supply the items will be the sole parties liable to the CLIENT for loss or damage caused by defective or deficient design, manufacture or performance. PEA's shop drawing review is strictly to determine that manufacturers and suppliers have referenced the appropriate operating conditions and environment.

If PEA's services are delayed or suspended in whole or in part by CLIENT, act of God or other reason beyond PEA's control, or if PEA's services are extended by Contractor's actions or inactions for more than 90 days through no fault of PEA, PEA shall be entitled to equitable adjustment of rates and amounts of compensation and extension of deadline provided for elsewhere in this Agreement to reflect reasonable costs incurred by PEA in connection with, among other things, such delay or suspension and reactivation.

ARTICLE III – CONFIDENTIALITY. PEA shall maintain as confidential such information obtained from CLIENT or developed as part of the Services as CLIENT expressly designates in writing as confidential. This obligation shall not apply to information which is or comes into the public domain or which PEA is required to disclose by law or order of a court, administrative agency or other legal authority. Unless otherwise agreed, PEA may use and publish CLIENT'S name and a general description of the Services in describing PEA's experience to other CLIENTS or potential CLIENTS.

ARTICLE IV – STANDARD OF CARE. PEA shall perform or furnish professional engineering and related services as outlined in the Proposal for all phases of the Project to which this Agreement applies. PEA may employ Consultants, as PEA deems necessary to assist in the performance or furnishing of the services. PEA will assist the CLIENT in preparing applications and supporting documents for the CLIENT to secure permits and approvals from agencies having jurisdiction over the Project. The CLIENT agrees to pay all application and review fees. PEA shall perform the Services with the care and skill ordinarily exercised by members of PEA's profession practicing in the same locality under similar conditions. PEA makes no other warranty or guarantee, express or implied, in connection with this Agreement, the performance of the services or in any report, opinion or other document developed as part of the Services.

PEA and CLIENT shall comply with applicable Laws or Regulations. This Agreement is based on these requirements as of the Proposal date. Changes to these requirements after the Proposal date of this Agreement may be the basis for modifications to CLIENT'S responsibilities or to PEA's scope of services, times of performance, or compensation.

Information Provided by Others: Where PEA indicates to the CLIENT the information needed for rendering of services hereunder, the CLIENT shall provide PEA such information as is available to the CLIENT and the CLIENT'S Consultants and Contractors, and PEA shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for PEA to assure the accuracy, completeness and sufficiency of such information including aerial surveys, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold PEA harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT or its agents or contractors to the PEA.

In consideration of the benefits to the CLIENT of employing the "fast track process" (in which some of PEA's design services overlap the construction work and are out of sequence with the traditional project delivery method), and in recognition of the inherent risks of fast tracking to PEA, the CLIENT agrees to waive all claims against PEA for design changes and modifications of portions of the work already constructed due to the CLIENT'S decision to employ the "fast track process".

CLIENT shall be responsible for, and PEA may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to PEA pursuant to this Agreement.

ARTICLE V – SITE ACCESS, SUBSURFACE HAZARDS AND SITE DATA. CLIENT shall provide PEA with lawful access to the site(s) where the services are to be performed. CLIENT shall defend PEA from any challenge to such right-of-entry and shall indemnify and hold PEA harmless from any claims of trespass which may occur and all costs and attorneys' fees incurred by PEA as a result of any such claim. PEA will take reasonable measures to minimize damage to the site and disruption resulting from operations thereon; however, CLIENT acknowledges that certain procedures may cause some damage to land or disruption (i.e., soil borings, test pits, surveying, etc.), the correction of which shall not be PEA's responsibility unless otherwise agreed to by the parties. CLIENT shall supply PEA with information available in CLIENT'S file on the existence and location of underground utilities, structures and other hazards, including hazardous wastes or hazardous substances, at any site where the services are to be performed. PEA shall be entitled to rely on the accuracy and completeness of information furnished by others (including location of underground utilities and data on subsurface conditions) and will not conduct independent evaluation thereof unless specified in the scope of services. PEA shall not be liable for damage to underground utilities or structures not disclosed in writing to PEA.

In accepting this Agreement for consulting services, it is acknowledged by both parties that PEA's scope of services does not include any services related to a Hazardous Environmental Condition. In the event PEA or any other party encounters a Hazardous Environmental Condition, PEA may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable Laws and Regulations.

ARTICLE VI – BILLING, PAYMENTS AND COLLECTION. Unless otherwise agreed, CLIENT shall pay for the Services in accordance with PEA's Proposal and this Agreement.

Retainage – Should the client be required to make an initial payment (Retainer) as indicated in the Proposal this retainer shall be held by PEA and applied against the final invoice. PEA reserves the right to apply the retainer to invoices that are past due upon which occurrence the CLIENT agrees to reinstate the retainer prior to PEA resuming work.

Invoicing – Progress invoices will be submitted to the CLIENT approximately once a month and a final bill will be submitted upon completion of the services. Invoices shall be considered PAST DUE if not paid within 30 calendar days of the invoice date. CLIENT agrees that the periodic billing from PEA to CLIENT are correct, conclusive, binding on CLIENT and due and payable in full unless CLIENT, within 10 calendar days from the date of receipt of such billing, notifies PEA in writing of alleged inaccuracies, discrepancies, or errors in billing. Any portion of the invoice not included in the notification shall be paid within 30 days of receipt of the invoice. It is agreed that all invoices 30 days past due cannot be contested. Payments shall also be received directly from the CLIENT with no delay due to any third party agreements.

Late Fees – If payment is not received by PEA within 30 calendar days of the invoice date, the CLIENT shall pay interest on the PAST DUE amount at the rate of 18% per annum (for business entities) or 7% per annum (for individuals), as the case may be. Payment thereafter shall first be applied to costs of collection, then to interest and then to the unpaid contract amount.

Collection Costs – CLIENT shall pay to PEA all costs of collection (including the costs and fees of both in-house and outside counsel), whether or not an action or other proceeding is commenced. In the event legal action is necessary to enforce the payment provisions of this Agreement. PEA shall be entitled to collect from the CLIENT any judgment or settlement sums due, reasonable attorney's fees, court costs and expenses incurred by PEA in connection therewith and, in addition, the reasonable value of PEA's time, consultant's fees, and expenses spent in connection with such collection action, computed at PEA's prevailing Hourly Rate Schedule and expense policies.

Suspension of Services – If the CLIENT fails to make payment when due or otherwise is in breach of this Agreement, then PEA may, in addition to its other rights and remedies hereunder and under applicable law, terminate or suspend performance of services upon 7 calendar days' notice to the CLIENT. PEA shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of this Agreement by the CLIENT. Failure to make payment within 60 days of invoice date shall constitute a release of PEA from any and all claims which CLIENT may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

Lien Rights – PEA hereby notifies CLIENT that it intends to utilize all available lien rights it may have in connection with its provision of services under this Agreement. In order to perfect any construction lien in favor of PEA, CLIENT agrees to provide, if applicable, any Notice of Commencement, or any other notice required by the Michigan Construction Lien Act, MCL 570.00 et seq. The CLIENT agrees that the services by PEA are considered property improvements and the CLIENT waives the right to any legal defense to the contrary.

ARTICLE VII – LIMITATION OF LIABILITY. It is expressly agreed that the CLIENT's maximum recovery against PEA relating to the professional services performed hereunder, whether in contract, tort, or otherwise, is the amount of PEA's fee and that an award of damages not to exceed such fee is CLIENT's sole and exclusive remedy against PEA. Under no circumstance shall PEA be liable for client's loss of profit, delay damages, or for any special, incidental, or consequential loss or damage of any nature arising at any time or from any cause whatsoever. Where PEA's fee exceeds $250,000 CLIENT's maximum recovery against PEA will not exceed $250,000.

ARTICLE VIII – INDEMNIFICATION. Subject to Article VII above, PEA shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, employees, consultants and its agents from and against any and all costs, losses, and damages (including but not limited to all actual and reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of PEA or PEA's officers, directors, partners, employees, consultants, contractors or agents, in the performance and furnishing of PEA's services under this Agreement.

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless PEA, PEA' s officers, directors, partners, employees, consultants and its agents, from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT'S officers, directors, partners, employees, consultants, contractors or agents, with respect to this Agreement or the Project.

To the fullest extent permitted by law, PEA's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of PEA and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that PEA's negligence bears to the total negligence of CLIENT, PEA, and all other negligent entities and individuals.

In addition to the indemnity provided in this Agreement, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless PEA and its officers, directors, partners, employees, consultants and its agents, from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom.

ARTICLE IX – WORKSITE SAFETY / PEA SITE VISITS. PEA will comply with CLIENT'S reasonable rules and regulations governing PEA's activities on CLIENT'S premises to the extent that the same are provided to PEA prior to the start of the Services. PEA will be responsible only for the on-site activities of its employees.

If the Services include site visits, for example, to monitor construction activities for compliance with plans and specifications, the parties agree that PEA shall assume no responsibility or authority for supervision or control over any Contractor's work or worksite safety, shall have no right to stop the work and shall have no responsibility or authority for the means, methods, techniques, sequencing or procedures of construction. The CLIENT agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the CLIENT'S agreement with the General Contractor. The CLIENT also agrees that the CLIENT, PEA and consultants shall be indemnified and shall be listed as additional insureds under the General Contractor's General Liability Insurance Policy.

PEA shall not be responsible for the acts or omissions of any Contractor(s), Subcontractor or Supplier, or of any of the Contractor's agents or employees or any other persons (except PEA's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by CLIENT without consultation and advice of PEA. PEA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with the Contract Documents.

ARTICLE X – CONSTRUCTION PHASE SERVICES.

Should CLIENT provide Construction Phase services with either CLIENT'S representatives or a third party, PEA's basic services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in the attached Proposal.

Under these conditions it is understood and agreed that PEA's basic services under this Agreement do not include project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by CLIENT. CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against PEA that may be in any way connected thereto.

Should the CLIENT or CLIENT'S representative encounter a conflict during construction between plans and specifications or field inspection, either among themselves or with the requirements of any and all reviewing and permit-issuing agencies, CLIENT shall seek clarification in writing from PEA before commencement of construction. Failure to do so shall relieve PEA from any and all liability resulting in this matter.

ARTICLE XI – REUSE OR ALTERATION OF DOCUMENTS. Documents prepared by PEA are instruments of its services and PEA retains all common law, statutory and other reserved rights, including copyright. Subject to the timely payment and performance by CLIENT of its obligations hereunder, PEA grants to CLIENT a limited license to use such document in connection with the Project.

Reuse of Documents: All documents, including but not limited to the calculations, drawings, and specifications prepared by PEA pursuant to this Agreement, whether in hard copy or machine readable form, are related exclusively to the Projects described herein. No documents prepared by PEA pursuant to this Agreement are intended or represented to be suitable for use by the CLIENT or others on extensions of this current Project, or for reuse in any other location.

Further, in the event that PEA's services under this Agreement are terminated for any reason prior to completion of the services described herein, then PEA shall not be responsible for any incomplete documents. Any continued use of PEA's documents on this Project, whether in hard copy or machine readable form, or any use on any other location, with or without any changes or adaptations, made after termination of PEA prior to completion of PEA's services according to this Agreement will be at the CLIENT'S sole risk and without liability or legal recourse to PEA; and the CLIENT shall indemnify and hold PEA harmless from all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting therefrom.

The CLIENT recognizes that changes or modifications to PEA's instruments of professional service introduced by anyone other than PEA may result in adverse consequences that PEA can neither predict nor control. Therefore, in consideration of PEA's Agreement to deliver its instruments of professional service in machine-readable form, the CLIENT agrees, to the fullest extent permitted by law, to hold harmless and indemnify PEA from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected in the modification, misinterpretation, misuse, or reuse by other of the machine readable information and data provided by PEA under this Agreement. The foregoing indemnification applies to any use of the Project documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by PEA.

Ownership and the right to exclusive possession of all documents, including but not limited to reports, letters, applications, drawings, and specifications, prepared by PEA pursuant to this Agreement whether in hard copy or machine readable form, belong to PEA until payment has been made in full by CLIENT pursuant to either the Fixed Fee Agreement or the Hourly Rate Agreement, as invoiced by PEA to CLIENT.

Photographs of any completed Project embodying the services of PEA provided hereunder may be considered as its property, and may be used in publications, marketing materials, and other literature prepared by or on behalf of PEA.

ARTICLE XII – PROGRESSION OF WORK. Neither CLIENT nor PEA shall be liable for any fault or delay caused by any contingency beyond its control including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, work performed out of sequence or demands or requirements of governmental agencies.

ARTICLE XIII – DISPUTE RESOLUTION – for Professional Liability

Mediation – Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of PEA's services, PEA may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

PEA and CLIENT shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be made by a written notice to the other party to this Agreement and to the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitrations or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties agree to split the mediator's fee and any filing fees equally. The mediation shall be held in a place where the Project is located, unless other location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Arbitration – Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation.

Any claim, dispute and other matters in question between the parties that are not resolved by mediation shall be decided by binding arbitration which, unless the parties mutually agree otherwise, shall be conducted at the Southfield, Michigan, offices of the American Arbitration Association before a panel of three (3) arbitrators in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made more than one (1) year after the matter on which such demand is based first arose, or after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter is question would be barred by the applicable statute of limitations whichever is less. No claim or defense by CLIENT against PEA predicated on an allegation of professional negligence by PEA may be asserted unless accompanied by a written opinion by a duly licensed expert in PEA's field of expertise setting forth such expert's opinion that, considering all of the facts and circumstances evaluated by such expert, the acts or omissions of PEA materially deviated from the applicable industry standard of care. Such a written opinion shall be a condition precedent to filing or otherwise asserting any claim or defense predicated on professional negligence, and CLIENT's failure to include such an opinion with any such claim or defense shall entitle PEA to an immediate summary dismissal with prejudice of such claim or defense for failure to state a claim or defense upon which relief may be granted.

No arbitration arising out of or relating to the Project shall include, by consolidation or joinder or in any other manner, PEA, PEA's employees or consultants, except by written consent containing specific reference to the Agreement and signed by PEA, the CLIENT, the contractor and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the CLIENT, contractor and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the CLIENT or the contractor shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a claim not described therein or with a person or entity not named or described therein. The foregoing Agreement to arbitrate and other agreement to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Expense of Litigation – If litigation or arbitration related to the services performed is initiated against PEA by the CLIENT, its contractors, or subcontractors, and such proceeding concludes with the entry of a judgment or award favorable to PEA, the CLIENT shall reimburse PEA its reasonable attorney's fees, reasonable experts' fees, and other expenses related to the proceeding. Such expenses shall include the cost, determined by PEA's normal hourly billing rates, of the time devoted to the proceedings by PEA's employees.

ARTICLE XIV – SUSPENSION OF WORK. The CLIENT may suspend services performed by PEA with cause upon 7 days written notice. PEA shall submit an invoice for services up to the effective date of the work suspension and the CLIENT shall pay PEA all outstanding invoices within 14 days. If the work suspension exceeds 30 days from the effective work suspension date, PEA shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

ARTICLE XV – TERMINATION. The obligation to provide further services under this Agreement may be terminated by either party upon 7-calendar day's written notice. Upon receipt of notice of termination from CLIENT, PEA shall immediately cease work and take all reasonable steps to minimize costs relating to termination. In the event of any termination, PEA will be paid for all services rendered to the date of termination, all expenses subject to reimbursement hereunder and other reasonable expenses incurred by PEA as a result of such termination. In the event PEA's compensation under this Agreement is a Fixed Fee/Lump Sum, upon such termination the amount payable to PEA for services rendered will be determined using a proportional amount of the total fee based on a ratio of the amount of the work done, as reasonably determined by PEA, the total amount of work which was to have been performed, less prior partial payments, if any, which have been made.

ARTICLE XVI – SUCCESSOR, ASSIGNS. This Agreement shall be binding upon the parties and their respective successors and assigns. Neither party shall assign its interest in this Agreement without the prior written consent of the other.

PEA shall not be required to sign any documents, no matter by whom requested, that would result in PEA's having to certify, guarantee or warrant the existence of conditions whose existence that PEA cannot ascertain. CLIENT agrees not to make resolution of any dispute with PEA or payment of any amount due to the PEA in any way contingent upon PEA's signing any such certification.

ARTICLE XVII – SEVERABILITY. Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the CLIENT and PEA will work in good faith to replace an invalid provision with one that is valid and as close to the original meaning as possible.

ARTICLE XVIII – APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan and the parties consent to exclusive jurisdiction of all disputes hereunder in the State of Michigan.

ARTICLE XIX – ENTIRE AGREEMENT. CLIENT, by signing the attached Proposal, acknowledges that this Agreement has been read, understands it and agrees to be bound by its terms. The terms and conditions of this Agreement, together with the PEA Proposal (including attachments thereto) and any applicable Addendum, constitute the entire Agreement between the parties and supersede all prior oral or written representations, understandings and agreements. The CLIENT is expressly prohibited during the term of, and for one year following the expiration or termination of this Agreement, and it will be considered a material breach of this Agreement, to solicit for the purposes of employment an employee of PEA without the prior written consent of PEA. The parties agree that any purchase orders, work orders, acknowledgments, form agreements or other similar documents delivered to PEA shall be null, void and without legal effect to the extent that they conflict with the terms of this Agreement. This Agreement may be amended or modified only by a written instrument signed by both parties. Each person signing the Proposal represents that he or she has full legal authority to bind the parties to the terms and conditions contained in this Agreement.