

**CHARTER TOWNSHIP OF VAN BUREN BOARD OF TRUSTEES  
MARCH 17, 2015 REGULAR BOARD MEETING  
TENTATIVE AGENDA**

**PLEDGE OF ALLEGIANCE:**

**ROLL CALL:**

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

**APPROVAL OF AGENDA:**

**APPROVAL OF CONSENT AGENDA:**

1. Work Study Session Minutes of March 2, 2015.
2. Closed Session Minutes of March 2, 2015
3. Regular Board Meeting Minutes of March 3, 2015.
4. Prepaid List of March 6, 2015.
5. Prepaid List of March 12, 2015.
6. Voucher List of March 17, 2015.
7. Approval of the agreement between The County of Wayne and Van Buren Township for improvements to Quirk Park.

**PUBLIC HEARING:**

**CORRESPONDENCE:**

1. The Senior Alliance-Aimee Page

**PUBLIC COMMENT:**

**UNFINISHED BUSINESS:**

**NEW BUSINESS:**

1. To consider the request by Elro Corporation to approve of an extension of the Planned Residential Development (PRD) Agreement and Final Preliminary Plat for the Bedford Cove subdivision for 5 years, to expire on April 9, 2020, and to require a written report from the developer every 2 years.
2. To consider approval of the first reading of Ordinance 03-17-15 to Amend the Township Zoning Ordinance rezoning approximately 1.99 acres of land (Parcels V125-83-018-02-0134-006,-007, -008, -009 and -010) located on the northeast corner of Michigan Ave. and Denton Road from C (Local Business) to C-1 (General Business).
3. To consider approval of the request for special land use approval by Belleview Development, LLC for the establishment of a Drive-Through Restaurant at 10705 Belleville Road.
4. To consider approval of Resolution 2015-06 the proposed Maintenance Agreement on the Downriver Sewage Disposal System.
5. To consider approval of the purchase of BS&A Software to replace the remaining Springbrook Software Modules of Finance, Cash Receipts, and Utility Billing.

**REPORTS:**

**ANNOUNCEMENTS:**

**NON-AGENDA ITEMS:**

**ADJOURNMENT:**

**CHARTER TOWNSHIP OF VAN BUREN  
WORK STUDY SESSION MINUTES  
MARCH 2, 2015**

Supervisor Combs called the meeting to order at 4:00 p.m. in the Sheldon Room. Present: Supervisor Combs, Clerk Wright, Treasurer Budd, Trustee Hart (late arrival 4:05 p.m.), Trustee Jahr (late arrival 4:22 p.m.), Trustee McClanahan and Trustee Miller. Others in attendance: Secretary Montgomery, Developmental Services Director Knowles, D.D.A. Director Ireland; Deputy Director Public Safety-Fire Besson; Deputy Director Public Safety-Police Wright; DPW Director Taylor; Deputy Director Recreation Zaenglein; Attorney Greco; Wade Trim Engineer Nummer and an audience of eleven (11).

**UNFINISHED BUSINESS:** None

Trustee Miller requested the following changes to the agenda: addition of item #6 Discussion on the Administrative Assistant/Benefits Coordinator job description and personal services agreement between Nicole Sumpter and the Township to fill the position and to remove Closed Session item #2 (To discuss attorney client privileged opinion, written communication, regarding the Michigan Medical Marijuana Act) and add the item as #7 under New Business. Board members agreed to the requested change and additions to the agenda.

**NEW BUSINESS:**

1. Discussion on the Wayne County parks Millage Funding Agreement between Wayne County and Van Buren Township for improvements to Quirk Park.
2. Discussion on the request by Elro Corporation for an extension of the PRD Agreement and Final Preliminary Plat of Bedford Cover subdivision for 5 years, to expire on April 9, 2020, and to require a written report from the developer every 2 years.
3. Discussion on the first reading of Ordinance 03-17-15 to amend the Township Zoning Ordinance by rezoning approximately 1.99 acres of land (Parcels V125-83-018-02-0134-006,-007,-008,-009, and -010) located on the northeast corner of Michigan Ave. and Denton Road from C (Local Business) to C-1 (General Business).
4. Discussion on the request for special land use approval by Belleville Development, LLC for the establishment of a drive-through restaurant at 10705 Belleville Road.
5. Discussion on Resolution 2015-06 the proposed maintenance agreement on the downriver sewage disposal system.
6. Discussion on the Administrative Assistant/Benefits Coordinator job description and personal services agreement between Nicole Sumpter and the Township to fill the position.
7. Discussion on the Michigan Medical Marijuana Act.

**PUBLIC COMMENT:** Resident comments included: a request for an additional public comment section on the Work Study session for non-agenda items; that human resources duties should remain in the Supervisors office, that other candidates should have been sought as opposed to promoting from within and that the proposed salary for the Administrative Assistant/Benefits Coordinator would most likely draw candidates who had recently completed their degree and those with limited experience. Clerk Wright informed the resident that during Public Comment residents could speak on both agenda and non-agenda items.

**CLOSED SESSION:** Hart moved, Miller seconded to go into Closed Session at 6:42 p.m. to discuss pending litigation case #14-007522-CZ and to discuss ongoing Michigan Association of Fire Fighters (M.A.F.F.) and Police Officers Labor Council (P.O.L.C.) Command contract negotiations. Roll Call Vote. Yeas: Combs, Budd, Wright, Hart, Jahr, McClanahan and Miller: Nays: None. Motion Carried.

The Work Study Session was reconvened at 8:45 p.m. There being no further discussion Miller moved, McClanahan seconded to adjourn the Work Study Session at 8:47 p.m.

Respectfully submitted,

\_\_\_\_\_  
Leon Wright, Township Clerk

Date: \_\_\_\_\_

\_\_\_\_\_  
Linda H. Combs, Township Supervisor

Approved: \_\_\_\_\_

**CHARTER TOWNSHIP OF VAN BUREN  
BOARD MEETING MINUTES  
MARCH 3, 2015**

Supervisor Combs called the meeting to order at 7:00 p.m. in the Board Room. Present: Supervisor Combs, Clerk Wright, Treasurer Budd, Trustee Hart, Trustee Jahr, Trustee McClanahan and Trustee Miller. Others in attendance: Secretary Montgomery and an audience of three (3).

**APPROVAL OF AGENDA:** Budd moved, Wright seconded to approve the agenda as presented. Motion Carried.

**APPROVAL OF CONSENT AGENDA:** McClanahan moved, Hart seconded to approve the Consent Agenda. [Regular Board Meeting Minutes of February 17, 2015; Work Study Session Minutes of February 17, 2015; Closed Session Minutes of February 17, 2015 Prepaid List of February 20, 2015; Prepaid List of February 26, 2015; Voucher List of March 3, 2015; Approval of Resolution 2015-07 “Prohibition Against Using Accrued Time While Still Working for the Township” Employee Policy]. Motion Carried.

**PUBLIC HEARING:** None

**CORRESPONDENCE:** None

**PUBLIC COMMENT:** None

**UNFINISHED BUSINESS:** None.

**NEW BUSINESS:** McClanahan moved, Hart seconded to approve the Administrative Assistant/Benefits Coordinator Job Description and approval of the Personal Services Agreement between the Township and Nicole Sumpter to fill the position. Roll Call Vote. Yeas: Combs, Budd, Wright, Hart, Jahr and McClanahan. Nays: Miller. Motion Carried.

**REPORTS:** None

**ANNOUNCEMENTS:** Trustee Miller announced the Wild Game Dinner at Trinity Episcopal Church Saturday, March 14, 2015. Doors open at 4:00 p.m., dinner at 5:00 p.m. Tickets: \$25 Adult & \$15 age 6-12, children under 5 free. All proceeds to benefit Trinity’s Journey to Adulthood upcoming youth program mission trip; Clerk Wright thanked the Van Buren Civic Fund for their generous donation of \$28,000 to complete the wrought iron fencing at Tyler Cemetery. The Civic Fund had also donated the funds needed to start the project and the fence will be fully completed this year; announced that cemetery clean-up will begin March 23, 2015 and run through April 2, 2015. Receptacles placed on graves such as flowerpots, religious items and similar objects will be discarded if not removed by March 20, 2015. New items may be displayed beginning April 3, 2015. Supervisor Combs reminded residents to “spring forward” by setting their clocks one hour forward on Sunday March 8, 2015.

**AUDIENCE (Non-Agenda Items):** Trustee McClanahan read a letter from Adam Byrd “resident and community activist” who referenced an article in the *Belleville Area Independent* labeled “7<sup>th</sup> Annual Report to Taxpayers”. The resident was disappointed with the leadership of the township “for allowing an employee to gross \$215,000.00 in a single year” and urged the board to discontinue “wasteful spending”. Supervisor Combs response is as follows: Dear Mr. Byrd your correspondence was received by the entire board however it contained some minor misrepresentations. Although we all agree on transparency the salaries, as published, were inaccurate. The cross training of police officers came about as a way to fill

vacancies in the fire department at a time when the recruitment of firefighters was at an all-time low. The resulting blended rate pay was a mandate from the Police Officers Labor Council union based on a federal ruling that provides a premium rate for those persons performing both jobs. The problem was exacerbated recently by the Affordable Care Act which limits the use of part-time employees such as paid on call firefighters to 29 hours a week. The Township Board and the Public Safety Director continue to work diligently to find solutions for this issue. For example we recently passed a resolution that no longer allows persons to be employed in more than one position within the Township. Tonight we passed a resolution to prevent dual employed persons for using accrued leave time to work the other position. We have also passed an 18 hour policy which says that police and fire personnel can only work 18 consecutive hours after which they must take at least a 6 hour break. The Public Safety Director and his staff are looking at policy revisions as well. We are currently in contract negotiations with the POLC and the Michigan Association of Fire Fighters and are exploring further ways to deal effectively with this issue. As an employed Police Officer and President of the POLC local you certainly are in a position to be part of the solution. The Van Buren Township Board is not engaged in wasteful spending. We are, in fact, stretching the dollars as far as possible but in doing so we must adhere to the collective bargaining agreements and therefore are compelled by law to honor the blended rate until another is option is discovered. We have made significant progress with the policy adjustments and resolutions that have been implemented. As with all Township residents we appreciate your concern and commitment to making Van Buren Township great place to live, work and play. Sincerely Supervisor and Board of Trustees.

**ADJOURNMENT:** Miller moved, McClanahan seconded to adjourn at 7:27 p.m. Motion Carried.

Respectfully submitted,

\_\_\_\_\_  
Leon Wright, Township Clerk

Date: \_\_\_\_\_.

\_\_\_\_\_  
Linda H. Combs, Township Supervisor

Approved:

# Accounts Payable

## Computer Check Proof List by Vendor

User: CTowles  
 Printed: 03/06/2015 - 8:58AM  
 Batch: 00002.03.2015 - 3/6 PPD



Charter Township of Van Buren

46425 Tyler Road

Van Buren, MI 48111

Telephone 734-699-8925

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 14bdc	14-B District Court			Check Sequence: 1	ACH Enabled: False
Bond	Bond: Brecia Nicole Easley	500.00	03/06/2015	760-000-299-000	
	Check Total:	500.00			
Vendor: 1dc	1st District Court			Check Sequence: 2	ACH Enabled: False
Bond	Bond: Zachary Ryan McFay	500.00	03/06/2015	760-000-299-000	
	Check Total:	500.00			
Vendor: 22dc	22nd District Court			Check Sequence: 3	ACH Enabled: False
Bond	Bond: Nika Latrice Rogers	242.00	03/06/2015	760-000-299-000	
	Check Total:	242.00			
Vendor: 35dc	35th District Court			Check Sequence: 4	ACH Enabled: False
Bond	Bond: Brecia Nicole Easley	520.00	03/06/2015	760-000-299-000	
	Check Total:	520.00			
Vendor: 46dc	46th District Court			Check Sequence: 5	ACH Enabled: False
Bond	Bond: Anthony Smith	500.00	03/06/2015	760-000-299-000	
	Check Total:	500.00			
Vendor: 48dc	48th District Court			Check Sequence: 6	ACH Enabled: False
Bond	Bond: Terri Latoya Bard-Reissue Ck#109313	237.00	03/06/2015	760-000-299-000	
	Check Total:	237.00			
Vendor: amera2	AmeraPlan Reimbursable			Check Sequence: 7	ACH Enabled: True
1514-1523	Employee HRA	207.17	03/06/2015	101-171-719-000	
1514-1523	Employee HRA	154.91	03/06/2015	101-215-719-000	
1514-1523	Employee HRA	16.88	03/06/2015	101-228-719-000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
1514-1523	Employee HRA	107.06	03/06/2015	101-253-719-000	
1514-1523	Employee HRA	20.00	03/06/2015	101-265-719-000	
1514-1523	Employee HRA	782.06	03/06/2015	101-301-719-000	
1514-1523	Employee HRA	103.56	03/06/2015	101-325-719-000	
1514-1523	Employee HRA	177.62	03/06/2015	101-329-719-000	
1514-1523	Employee HRA	95.09	03/06/2015	101-370-719-000	
1514-1523	Employee HRA	174.54	03/06/2015	592-536-719-000	
	Check Total:	1,838.89			
Vendor: atcfor	Atchinson Ford Sales, Inc			Check Sequence: 8	ACH Enabled: False
New Vehicle	2015 Ford Expedition XL	34,454.60	03/06/2015	101-336-970-000	
	Check Total:	34,454.60			
Vendor: beardi	Belleville Area District Library			Check Sequence: 9	ACH Enabled: False
Taxes	Dist Winter Taxes	51,379.52	03/06/2015	703-000-247-000	
	Check Total:	51,379.52			
Vendor: BLCANE	Blue Care Network			Check Sequence: 10	ACH Enabled: False
150580000141	March Health Ins	1,380.95	03/06/2015	101-171-719-000	
150580000141	March Health Ins	1,575.14	03/06/2015	101-215-719-000	
150580000141	March Health Ins	1,575.14	03/06/2015	101-228-719-000	
150580000141	March Health Ins	4,337.04	03/06/2015	101-253-719-000	
150580000141	March Health Ins	4,935.32	03/06/2015	101-265-719-000	
150580000141	March Health Ins	36,391.45	03/06/2015	101-301-719-000	
150580000141	March Health Ins	7,302.93	03/06/2015	101-325-719-000	
150580000141	March Health Ins	1,575.14	03/06/2015	101-329-719-000	
150580000141	March Health Ins	6,106.37	03/06/2015	101-691-719-000	
150580000141	March Health Ins	8,007.16	03/06/2015	101-900-719-000	
150580000141	March Health Ins	7,497.12	03/06/2015	592-536-719-000	
150580000141	March Health Ins	1,790.59	03/06/2015	592-536-719-001	
	Check Total:	82,474.35			
Vendor: comcast	COMCAST			Check Sequence: 11	ACH Enabled: False
530915017	Late Fee	9.50	03/06/2015	101-336-920-000	
530915017	3/7-4/6 Cable TV Connection	81.70	03/06/2015	101-265-920-000	
530915017	3/7-4/6 Cable Box Fee	22.80	03/06/2015	101-336-920-000	
536976013	3/2-4/1 Video Arraignment Line	132.85	03/06/2015	101-301-850-000	
	Check Total:	246.85			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: licosc	Lincoln Consolidated Schools			Check Sequence: 12	ACH Enabled: False
Taxes	Dist Summer Taxes	63.18	03/06/2015	703-000-233-000	
Taxes	Dist Summer Taxes	3.16	03/06/2015	703-000-233-001	
Taxes	Dist Summer Taxes	180.15	03/06/2015	703-000-236-000	
Taxes	Dist Summer Taxes	9.01	03/06/2015	703-000-236-001	
Taxes	Dist Summer Taxes	2.45	03/06/2015	703-000-246-000	
Taxes	Dist Summer Taxes	0.12	03/06/2015	703-000-246-001	
	Check Total:	258.07			
Vendor: mmmrae	MI Municipal Risk Management			Check Sequence: 13	ACH Enabled: False
D15011005	Ele Jan 46425 Tyler	3,336.53	03/06/2015	101-265-920-000	
	Check Total:	3,336.53			
Vendor: petcas	Petty Cash			Check Sequence: 14	ACH Enabled: False
Petty Cash	Postage Due	0.49	03/06/2015	101-248-728-000	
Petty Cash	Postage Due	0.21	03/06/2015	101-248-728-000	
Petty Cash	Stevenson Parking	6.00	03/06/2015	101-247-860-000	
Petty Cash	Light Bulbs	4.76	03/06/2015	101-718-740-000	
Petty Cash	L. Wright: Chamber Luncheon	15.00	03/06/2015	101-215-956-000	
Petty Cash	Schuler: MACEO Mtg	20.00	03/06/2015	101-329-861-000	
Petty Cash	Queener: MACEO Mtg	20.00	03/06/2015	101-329-861-000	
Petty Cash	Hine & Valinski Parking	6.00	03/06/2015	592-536-956-000	
Petty Cash	Turner Parking	8.00	03/06/2015	592-536-956-000	
Petty Cash	J.Valinski Phone Charger	24.99	03/06/2015	592-536-740-000	
Petty Cash	Postage to Mail DVR	13.05	03/06/2015	101-301-956-000	
Petty Cash	Lunch on CMP Trip	18.12	03/06/2015	101-301-956-000	
Petty Cash	Ja.Wright Chamber Luncheon	15.00	03/06/2015	101-301-956-000	
Petty Cash	Laurain Chamber Luncheon	15.00	03/06/2015	101-301-956-000	
Petty Cash	Court Parking	10.00	03/06/2015	101-301-956-000	
Petty Cash	Court Parking	7.00	03/06/2015	101-301-956-000	
Petty Cash	Laurain: FBI Mtg Lunch	12.54	03/06/2015	101-301-956-000	
Petty Cash	Court Lunch	14.72	03/06/2015	101-301-956-000	
Petty Cash	Court Parking	10.00	03/06/2015	101-301-956-000	
Petty Cash	Court Parking	5.00	03/06/2015	101-301-956-000	
Petty Cash	Turner Parking	8.00	03/06/2015	592-536-956-000	
	Check Total:	233.88			
Vendor: vbpusc	Van Buren Public School			Check Sequence: 15	ACH Enabled: False
Taxes	Dist Summer Taxes	182.97	03/06/2015	703-000-231-001	
Taxes	Dist Summer Taxes	7,099.37	03/06/2015	703-000-234-000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Taxes	Dist Summer Taxes	91.78	03/06/2015	703-000-234-001	
Taxes	Dist Summer Taxes	18,722.74	03/06/2015	703-000-235-000	
Taxes	Dist Summer Taxes	242.02	03/06/2015	703-000-235-001	
Taxes	Dist Summer Taxes	37,675.60	03/06/2015	703-000-231-000	
	Check Total:	64,014.48			
Vendor: wacotr	Wayne County Treasurer			Check Sequence: 16	ACH Enabled: False
Taxes1	Dist Summer Taxes	37,157.73	03/06/2015	703-000-222-000	
Taxes1	Dist Summer Taxes	465.68	03/06/2015	703-000-222-001	
Taxes1	Dist Summer Taxes	36,630.50	03/06/2015	703-000-230-000	
Taxes1	Dist Summer Taxes	494.67	03/06/2015	703-000-230-001	
Taxes1	Dist Summer Taxes	21,092.21	03/06/2015	703-000-237-000	
Taxes1	Dist Summer Taxes	273.52	03/06/2015	703-000-237-001	
Taxes1	Dist Summer Taxes	605.96	03/06/2015	703-000-237-002	
Taxes1	Dist Summer Taxes	7.84	03/06/2015	703-000-237-003	
Taxes2	Dist Winter Taxes	72,641.54	03/06/2015	703-000-222-000	
Taxes2	Dist Winter Taxes	16,819.82	03/06/2015	703-000-244-000	
Taxes2	Dist Winter Taxes	68,854.43	03/06/2015	703-000-240-000	
Taxes2	Dist Winter Taxes	15,748.51	03/06/2015	703-000-242-000	
Taxes2	Dist Winter Taxes	237,875.27	03/06/2015	703-000-243-000	
Taxes2	Dist Winter Taxes	18,046.27	03/06/2015	703-000-241-000	
Taxes2	Dist Winter Taxes	14,678.84	03/06/2015	703-000-248-000	
Taxes2	Dist Winter Taxes	7,338.70	03/06/2015	703-000-245-000	
	Check Total:	548,731.49			
Vendor: wainsc	Washtenaw Intermediate Schools			Check Sequence: 17	ACH Enabled: False
Taxes	Dist Summer Taxes	4.87	03/06/2015	703-000-239-001	
Taxes	Dist Summer Taxes	97.41	03/06/2015	703-000-239-000	
	Check Total:	102.28			
Vendor: wodeen	Wayne County Dept. Environment			Check Sequence: 18	ACH Enabled: False
278351	Feb DR Excess Flow	7,925.00	03/06/2015	592-537-925-000	
	Check Total:	7,925.00			
Vendor: wcdps	Wayne County Department of Public Services			Check Sequence: 19	ACH Enabled: False
278396	Jan RV Sewage	63,312.83	03/06/2015	592-537-924-000	
DR	Jan DR Sewage	31,375.33	03/06/2015	592-537-924-000	
	Check Total:	94,688.16			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: zfordeb	Deborah Ford			Check Sequence: 20	ACH Enabled: False
Refund	Refund: Overpd Taxes	17.83	03/06/2015	703-000-226-000	
	Check Total:	17.83			
Vendor: zhicjoh	John and Bonnie Hicks			Check Sequence: 21	ACH Enabled: False
Refund1	Refund: Overpd Taxes	27.30	03/06/2015	703-000-226-000	
Refund2	Refund: Overpd Taxes	38.54	03/06/2015	703-000-226-000	
	Check Total:	65.84			
Vendor: ZNITFRE	Fred Nitz			Check Sequence: 22	ACH Enabled: False
Refund	Refund: Overpd Taxes	4.84	03/06/2015	703-000-226-000	
	Check Total:	4.84			
Vendor: zpemamo	PennyMac Mortgage			Check Sequence: 23	ACH Enabled: False
Refund	Refund: Overpd Taxes	484.41	03/06/2015	703-000-226-000	
	Check Total:	484.41			
Vendor: zwebreb	Rebekah Weber			Check Sequence: 24	ACH Enabled: False
Refund	Refund: Overpd Taxes	30.09	03/06/2015	703-000-226-000	
	Check Total:	30.09			
	Total for Check Run:	892,786.11			
	Total of Number of Checks:	24			

# Accounts Payable

## Computer Check Proof List by Vendor

User: CTowles  
 Printed: 03/12/2015 - 1:02PM  
 Batch: 00003.03.2015 - 3/12 PPD



**Charter Township of Van Buren**

46425 Tyler Road

Van Buren, MI 48111

Telephone 734-699-8925

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
<b>Vendor: amera2</b>	<b>AmeraPlan Reimbursable</b>			<b>Check Sequence: 1</b>	<b>ACH Enabled: True</b>
1550-1595	Employee HRA	20.00	03/12/2015	101-171-719-000	
1550-1595	Employee HRA	214.66	03/12/2015	101-215-719-000	
1550-1595	Employee HRA	214.12	03/12/2015	101-265-719-000	
1550-1595	Employee HRA	2,580.13	03/12/2015	101-301-719-000	
1550-1595	Employee HRA	20.00	03/12/2015	101-325-719-000	
1550-1595	Employee HRA	105.00	03/12/2015	101-691-719-000	
1550-1595	Employee HRA	267.56	03/12/2015	592-536-719-000	
	<b>Check Total:</b>	<b>3,421.47</b>			
<b>Vendor: att</b>	<b>AT&amp;T</b>			<b>Check Sequence: 2</b>	<b>ACH Enabled: False</b>
7344820697	2.28-3.27 482-0697	26.04	03/12/2015	101-718-850-000	
7344859079	2.22-3.21 485-9079	24.93	03/12/2015	101-718-850-000	
734R014396	3.1-3.31 R01-4396	221.50	03/12/2015	101-265-850-000	
734R016776	3.1-3.31 R01-6776	312.11	03/12/2015	101-265-850-000	
906R110537	3.1-3.31 R11-0537	557.77	03/12/2015	101-265-850-000	
	<b>Check Total:</b>	<b>1,142.35</b>			
<b>Vendor: atcfor</b>	<b>Atchinson Ford Sales, Inc</b>			<b>Check Sequence: 3</b>	<b>ACH Enabled: False</b>
<b>New Vehicle</b>	<b>2015 Ford Interceptor Utility Vehicle</b>	<b>32,111.00</b>	<b>03/12/2015</b>	<b>101-336-970-000</b>	
	<b>Check Total:</b>	<b>32,111.00</b>			
<b>Vendor: comcast</b>	<b>COMCAST</b>			<b>Check Sequence: 4</b>	<b>ACH Enabled: False</b>
530846014	3.14-4.13 Wabash Internet & Phone	126.65	03/12/2015	592-536-920-000	
538814013	3.9-4.8 Sta 2 Camera Connection	152.35	03/12/2015	101-336-920-000	
	<b>Check Total:</b>	<b>279.00</b>			
<b>Vendor: dettig</b>	<b>Detroit Tigers Ticket Dept.</b>			<b>Check Sequence: 5</b>	<b>ACH Enabled: False</b>
368215	8/21 Detroit Tiger Game Tickets	1,370.00	03/12/2015	101-691-742-000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,370.00			
Vendor: DTE	DTE Energy			Check Sequence: 6	ACH Enabled: False
295163000017	Ele 1.27-2.26 46421 Tyler	40.57	03/12/2015	101-691-920-000	
295163000041	Gas 1.23-2.24 128 4th	454.59	03/12/2015	101-265-920-000	
295163000058	Gas 2.9-3.9 39600 Tyler	500.34	03/12/2015	101-265-920-000	
295163000066	Gas 1.22-2.24 405 Main	492.83	03/12/2015	250-000-920-000	
295163000074	Gas 1.27-2.26 46805 Tyler	248.79	03/12/2015	592-536-920-000	
295163000082	Ele 11.26-3.3 50655 Edison	29.26	03/12/2015	101-718-920-000	
295163000090	Ele 2.2-3.3 50901 Expway	313.48	03/12/2015	101-718-920-000	
295163000132	Ele 2.5-3.6 7981 Belleville	2,052.11	03/12/2015	101-336-920-000	
295163000132	Gas 2.5-3.6 7981 Belleville	1,883.64	03/12/2015	101-336-920-000	
295163000157	Ele 12.26-3.4 39895 Expway	58.41	03/12/2015	592-536-920-000	
295163000173	Ele 1.30-3.2 39605 Wabash	1,715.16	03/12/2015	592-536-920-000	
295163000173	Gas 1.30-3.2 39605 Wabash	33.89	03/12/2015	592-536-920-000	
295163000181	Ele 1.27-2.26 46805 Tyler	1,094.46	03/12/2015	592-536-920-000	
295163000249	Ele 1.27-2.28 51372 Old Rawsonville	67.96	03/12/2015	592-536-920-000	
295163000314	Ele 2.9-3.9 9260 Haggerty	42.68	03/12/2015	592-536-920-000	
295163000330	Ele 1.27-2.26 46293 Tyler	33.03	03/12/2015	592-536-920-000	
295163000348	Ele 2.7-3.9 10151 Belleville	11.59	03/12/2015	247-000-920-000	
295163000348	Gas 2.7-3.9 10151 Belleville	200.43	03/12/2015	247-000-920-000	
295163000348	Outdoor Lighting 1.9-2.10 10151 Belleville	16.58	03/12/2015	247-000-920-000	
322186500037	Ele 1.30-3.3 45400 Hull	1,485.89	03/12/2015	101-336-920-000	
322186500037	Gas 1.30-3.3 45400 Hull	859.26	03/12/2015	101-336-920-000	
322186500045	Ele 2.2-3.3 49475 Edison	519.63	03/12/2015	101-718-920-000	
334232800014	Gs 1.30-3.4 14200 Haggerty	28.79	03/12/2015	592-536-920-000	
334232800014	Ele 1.30-3.4 14200 Haggerty	110.56	03/12/2015	592-536-920-000	
334232800030	Ele 1.27-2.26 47555 N Shore	66.89	03/12/2015	592-536-920-000	
334232800089	Ele 2.2-3.3 2457 Rawsonville	147.67	03/12/2015	592-536-920-000	
334232800105	Gas 1.27-2.26 11972 Beckley	28.79	03/12/2015	592-536-920-000	
334232800105	Ele 1.27-2.26 11972 Beckley	119.59	03/12/2015	592-536-920-000	
334232800113	Ele 1.27-2.26 45400 Harmony	88.28	03/12/2015	592-536-920-000	
334232800154	Gas 1.27-2.26 12302 Ryznar	28.79	03/12/2015	592-536-920-000	
334232800154	Ele 1.27-2.26 12302 Ryznar	69.77	03/12/2015	592-536-920-000	
334232800162	Ele 11.26-3.3 50075 Edison	29.26	03/12/2015	101-718-920-000	
334232800170	Ele 1.22-2.26 130 4th	83.61	03/12/2015	101-265-920-000	
334232800196	Ele 1.22-2.24 405 Main	88.72	03/12/2015	250-000-920-000	
334232800287	Ele 2.3-3.4 13085 Ventura	115.48	03/12/2015	592-536-920-000	
334232800287	Gas 2.3-3.4 13085 Ventura	29.49	03/12/2015	592-536-920-000	
334233300014	Ele 1.27-2.26 46425 Tyler	668.83	03/12/2015	592-536-920-000	
334233300022	Gas 1.27-2.26 46425 Tyler	689.52	03/12/2015	592-536-920-000	
466787400012	Ele 2.2-3.3 50335 Edison	474.09	03/12/2015	101-718-920-000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
466787400012	Gas 1.27-2.26 46425 Tyler	3,180.92	03/12/2015	101-265-920-000	
466787400020	Ele 1.27-2.26 12095 Quirk	24.60	03/12/2015	247-000-920-000	
466787400038	Ele 1.27-2.26 45275 Tyler	9.76	03/12/2015	247-000-920-000	
466787400046	Ele 2.2-3.3 46270 Ayres	456.02	03/12/2015	101-718-920-000	
466787400061	Gas 1.27-2.26 45400 Harmony	30.83	03/12/2015	592-536-920-000	
466787400079	Gas 1.27-2.26 47555 N Shore	28.79	03/12/2015	592-536-920-000	
466787400095	Gas 1.19-2.19 9297 Parkwood	28.79	03/12/2015	592-536-920-000	
466787400095	Ele 1.19-2.19 9297 Parkwood	112.66	03/12/2015	592-536-920-000	
	Check Total:	18,895.08			
Vendor: belnap	NAPA Auto Parts			Check Sequence: 7	ACH Enabled: False
607736	Halogen Lamps	29.97	03/12/2015	101-336-860-000	
	Check Total:	29.97			
Vendor: oreill	O'Reilly Automotive			Check Sequence: 8	ACH Enabled: False
3362204851	#635 Headlight	5.99	03/12/2015	101-329-860-000	
3362204851	Headlights	7.98	03/12/2015	101-301-860-000	
3362205055	#532 Pump/Fasteners/Chain	12.96	03/12/2015	592-536-932-000	
3362206312	#521 Motor Oil	25.99	03/12/2015	592-536-932-000	
3362206466	Motor Trtmnt/AntiFreeze	57.94	03/12/2015	101-692-860-000	
3362207139	#70 Wiper Blades	15.18	03/12/2015	101-301-860-000	
3362208883	Car Wash	7.98	03/12/2015	101-301-860-000	
3362209623	Wipr Blades	37.98	03/12/2015	101-336-860-000	
	Check Total:	172.00			
Vendor: WCPERM	Wayne County			Check Sequence: 9	ACH Enabled: False
R15-052	Permit for 10 Emergency Warning Sirens	1,985.00	03/12/2015	101-101-956-000	
	Check Total:	1,985.00			
	Total for Check Run:	59,405.87			
	Total of Number of Checks:	9			

# Accounts Payable

## To Be Paid Proof List

User: CTowles  
 Printed: 03/12/2015 - 9:17AM  
 Batch: 00003.03.2015 - 3/17 VL



**Charter Township of Van Buren**

46425 Tyler Road

Van Buren, MI 48111

Telephone 734-699-8925

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
allbro	Allie Brothers								
52669	11/21/2014	13.99	0.00	03/17/2015				False	0
101-336-741-000	Uniforms & Equipment				Kerns: Name Tag				
52669	11/21/2014	13.99	0.00	03/17/2015				False	0
101-336-741-000	Uniforms & Equipment				Griffin: Name Tag				
	52669 Total:	27.98							
54276	2/23/2015	77.97	0.00	03/17/2015				False	0
101-301-741-000	Uniforms & Equipment				Tront: Cuff Case/Keepers/Holder				
	54276 Total:	77.97							
54333	2/26/2015	240.00	0.00	03/17/2015				False	0
101-301-741-000	Uniforms & Equipment				30 Ties				
	54333 Total:	240.00							
54358	2/26/2015	99.98	0.00	03/17/2015				False	0
101-301-741-000	Uniforms & Equipment				Abdilla: 2 Pants				
	54358 Total:	99.98							
	allbro Total:	445.93							
anarwe	Ann Arbor Welding Supply								
75838	2/16/2015	20.46	0.00	03/17/2015				False	0
101-336-740-000	Operating Supplies				Medical Oxygen				
	75838 Total:	20.46							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
anarwe Total:		20.46							
apfiap	Apollo Fire Apparatus Repair								
42670	2/12/2015	178.25	0.00	03/17/2015				False	0
101-336-933-000 Equipment Maintenance		Repair Jaws of Life							
42670 Total:		178.25							
apfiap Total:		178.25							
aramar	ARAMARK								
795169000	2/28/2015	119.96	0.00	03/17/2015				False	0
101-265-740-000 Operating Supplies		Feb Uniform Svs							
795169000	2/28/2015	599.19	0.00	03/17/2015				False	0
101-265-740-000 Operating Supplies		Feb Rug Svs							
795169000	2/28/2015	12.25	0.00	03/17/2015				False	0
101-718-740-000 Operating Supplies		Feb Rug Svs							
795169000	2/28/2015	329.53	0.00	03/17/2015				False	0
101-336-931-000 Building Maintenance		Feb Rug Svs							
795169000	2/28/2015	216.16	0.00	03/17/2015				False	0
592-536-741-000 Uniforms		Feb Uniform Svs							
795169000 Total:		1,277.09							
aramar Total:		1,277.09							
atcfor	Atchinson Ford Sales, Inc								
142448	2/26/2015	270.98	0.00	03/17/2015				False	0
101-301-860-000 Vehicle Maintenance		#110 Rpl Shock Absorbers							
142448 Total:		270.98							
61842	3/3/2015	372.60	0.00	03/17/2015				False	0
101-301-860-000 Vehicle Maintenance		Spare Rims							
61842 Total:		372.60							
61843	3/4/2015	372.60	0.00	03/17/2015				False	0
101-301-860-000 Vehicle Maintenance		Spare Rims							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	61843 Total:	372.60							
61861	3/5/2015	17.37	0.00	03/17/2015				False	0
101-301-860-000	Vehicle Maintenance			#70 Tail Gate Roller					
	61861 Total:	17.37							
61874	3/5/2015	7.50	0.00	03/17/2015				False	0
101-301-860-000	Vehicle Maintenance			#70 Tail Gate Hinges					
	61874 Total:	7.50							
	atcfor Total:	1,041.05							
attglo	AT&T Global Services								
MI682385	2/18/2015	3,465.00	0.00	03/17/2015				False	0
101-228-817-000	Technology			Program Changes in Phone Message Systems					
	MI682385 Total:	3,465.00							
	attglo Total:	3,465.00							
BANEYO2	The Bank of New York Mellon, NA								
5257-01	2/12/2015	64,913.38	0.00	03/17/2015				False	0
592-537-995-000	Interest Expense			2006 Sewer Capital Improvement Bond Int					
	5257-01 Total:	64,913.38							
7265-01	2/12/2015	65,937.50	0.00	03/17/2015				False	0
592-536-995-000	Interest Expense			2009 Water Capital Improvement Bond Int					
	7265-01 Total:	65,937.50							
	BANEYO2 Total:	130,850.88							
bearin	Belleville Area Independent								
41270	2/11/2015	255.00	0.00	03/17/2015				False	0
101-248-900-000	Printing & Publishing			March Board of Review Notice					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		41270 Total:							
		255.00							
41344	2/25/2015	71.25	0.00	03/17/2015				False	0
101-248-900-000	Printing & Publishing			2/17 Brd Mtg Min					
		41344 Total:							
		71.25							
41345	2/25/2015	35.00	0.00	03/17/2015				False	0
101-370-900-000	Printing & Publishing			PH Plng Com Outdoor Dining					
		41345 Total:							
		35.00							
		bearin Total:							
		361.25							
beausu	Belleville Auto Supply								
659683	2/10/2015	86.12	0.00	03/17/2015				False	0
592-536-740-000	Operating Supplies			Screw Driver/Blaster					
		659683 Total:							
		86.12							
659685	2/10/2015	34.29	0.00	03/17/2015				False	0
592-536-740-000	Operating Supplies			Tools & Bits					
		659685 Total:							
		34.29							
659771	2/12/2015	41.50	0.00	03/17/2015				False	0
592-536-932-000	Vehicle Maintenance			Lift Support					
		659771 Total:							
		41.50							
		beausu Total:							
		161.91							
belvir	Belinski, Virginia								
Instructor	2/25/2015	60.00	0.00	03/17/2015				False	0
101-692-742-000	Program Expense			AFEP Instructor					
		Instructor Total:							
		60.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
		<u>60.00</u>							
	belvir Total:	60.00							
bowaco	Board Of Water Commissioners								
002-1511.300	2/25/2015	177,910.36	0.00	03/17/2015				False	0
592-536-927-000	Water Purchases				Jan Water Purchases				
	002-1511.300 Total:	<u>177,910.36</u>							
	bowaco Total:	<u>177,910.36</u>							
britru	Brigill Trucking Inc.								
3016903	2/25/2015	425.00	0.00	03/17/2015				False	0
592-536-740-000	Operating Supplies				Gravel for Water Main Repairs-13000 Haggerty Rd				
	3016903 Total:	<u>425.00</u>							
	britru Total:	<u>425.00</u>							
bruces	Bruce's								
02.25	2/25/2015	64.80	0.00	03/17/2015				False	0
101-301-862-000	Detention Supplies				Prisoner Meals				
	02.25 Total:	<u>64.80</u>							
0304	3/4/2015	71.00	0.00	03/17/2015				False	0
101-301-862-000	Detention Supplies				Prisoner Meals				
	0304 Total:	<u>71.00</u>							
	bruces Total:	<u>135.80</u>							
cartra	Careertrack								
Registration	3/4/2015	149.00	0.00	03/17/2015				False	0
101-215-861-000	Training				Sumpter: 5/21 HR Training Class				
	Registration Total:	<u>149.00</u>							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
cartra Total:		149.00							
cedase	Centron Data Services								
1-9744	2/24/2015	1,328.22	0.00	03/17/2015				False	0
101-247-819-000 Contracted Services				2015 Assessment Change Notices Printing					
1-9744	2/24/2015	3,887.88	0.00	03/17/2015				False	0
101-248-728-000 Postage				2015 Assessment Change Notices Postage					
1-9744 Total:		5,216.10							
1-9744.	2/24/2015	-4,025.00	0.00	03/17/2015				False	0
101-248-728-000 Postage				Less: Postage Advance					
1-9744. Total:		-4,025.00							
cedase Total:		1,191.10							
chabus	Chapp & Bushey Oil Co.								
142644	2/25/2015	281.85	0.00	03/17/2015				False	0
101-370-860-000 Transportation				Fuel					
142644	2/25/2015	126.56	0.00	03/17/2015				False	0
101-265-860-000 Transportation				Fuel					
142644	2/25/2015	166.83	0.00	03/17/2015				False	0
101-718-860-000 Transportation				Fuel					
142644	2/25/2015	425.70	0.00	03/17/2015				False	0
101-692-860-000 Transportation				Fuel					
142644	2/25/2015	448.71	0.00	03/17/2015				False	0
101-336-860-001 Fuel				Fuel					
142644	2/25/2015	3,526.39	0.00	03/17/2015				False	0
101-301-860-001 Fuel				Fuel					
142644	2/25/2015	776.62	0.00	03/17/2015				False	0
592-536-751-000 Gas & Diesel Fuel				Fuel					
142644 Total:		5,752.66							
chabus Total:		5,752.66							
comass	Communication Associates, Inc.								

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
57170	2/26/2015	196.33	0.00	03/17/2015				False	0
247-000-900-000	Printing & Publishing				Lothringer: 2500 Business Cards				
	57170 Total:	196.33							
	comass Total:	196.33							
crdebu	Crains Detroit Business								
Subscription	3/10/2015	29.50	0.00	03/17/2015				False	0
101-215-810-000	Memberships & Dues				L.Wright: Annual Subscription Renewal				
	Subscription Total:	29.50							
	crdebu Total:	29.50							
cumcda	Cummings,McClore,Davis & Acho								
103282	2/19/2015	176.17	0.00	03/17/2015				False	0
592-536-801-002	Attorney				Jan Legal Svs				
103282	2/19/2015	431.33	0.00	03/17/2015				False	0
101-210-801-000	Attorney Fees				Jan Legal Svs				
	103282 Total:	607.50							
217489	2/19/2015	738.05	0.00	03/17/2015				False	0
101-210-801-000	Attorney Fees				Jan Legal Svs				
217489	2/19/2015	301.45	0.00	03/17/2015				False	0
592-536-801-002	Attorney				Jan Legal Svs				
	217489 Total:	1,039.50							
	cumcda Total:	1,647.00							
dalkat	Dallos, Kathryn								
Reimburse	2/15/2015	86.98	0.00	03/17/2015				False	0
250-000-740-000	Archival/Catalog Supplies				Archival Cart				
	Reimburse Total:	86.98							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
dalkat Total:		86.98							
delcom XJN5D99K5	Dell Marketing LP 3/3/2015	15,374.79	0.00	03/17/2015	EqualLogic Disk Storage System			False	0
101-228-970-000 Capital Outlay									
XJN5D99K5 Total:		15,374.79							
XJN6FRFJ6	3/6/2015	6,847.76	0.00	03/17/2015	PowerEdge R720 Server			False	0
101-228-970-000 Capital Outlay									
XJN6FRFJ6 Total:		6,847.76							
delcom Total:		22,222.55							
delsup 98080	Delta Supply Co 2/24/2015	19.95	0.00	03/17/2015	Circuit Brkrs			False	0
101-301-860-000 Vehicle Maintenance									
98080 Total:		19.95							
delsup Total:		19.95							
eaphco 239294	Ear Phone Connection 1/16/2015	338.22	0.00	03/17/2015	3 Coyote Ear buds			False	0
101-336-741-000 Uniforms & Equipment									
239294 Total:		338.22							
eaphco Total:		338.22							
eberya Assistant	Eberhart, Ryan 3/3/2015	200.00	0.00	03/17/2015	Archival Assistant			False	0
250-000-956-000 Other									
Assistant Total:		200.00							
Assistant.	3/3/2015	200.00	0.00	03/17/2015	Archival Assistant			False	0
250-000-956-000 Other									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number			Description		Reference				
	Assistant. Total:	200.00							
	ebery Total:	400.00							
elsesy SI-042441 101-265-931-000	Electronic Security Systems 2/23/2015 Building Maintenance	613.00	0.00	03/17/2015	Rpr Door from PS to Main Enterance			False	0
	SI-042441 Total:	613.00							
	elsesy Total:	613.00							
fedex 2-945-60641 101-301-956-000	Fed Ex 2/20/2015 Other	36.90	0.00	03/17/2015	Deliver to Lifeloc Tech			False	0
	2-945-60641 Total:	36.90							
	fedex Total:	36.90							
ferrel 1086402816 101-718-920-000	Ferrellgas 2/24/2015 Utilities	620.74	0.00	03/17/2015	Fill Propane at VB Park			False	0
	1086402816 Total:	620.74							
	ferrel Total:	620.74							
fidlar R220619 101-301-862-000	Fidlar Technologies, Inc. 2/27/2015 Detention Supplies	178.74	0.00	03/17/2015	18 Pkg Advice of Rights Forms			False	0
	R220619 Total:	178.74							
	fidlar Total:	178.74							
gamogr	Gasiorek, Morgan, Greco & McCauley, PC								

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
1081	3/5/2015	222.51	0.00	03/17/2015				False	0
101-210-801-000 Attorney Fees				Feb DDA Legal Svs					
1081	3/5/2015	90.89	0.00	03/17/2015				False	0
592-536-801-002 Attorney				Feb DDA Legal Svs					
1081 Total:		313.40							
4063	3/4/2015	4,563.51	0.00	03/17/2015				False	0
101-210-801-000 Attorney Fees				Feb DDA Legal Svs					
4063	3/4/2015	1,863.97	0.00	03/17/2015				False	0
592-536-801-002 Attorney				Feb DDA Legal Svs					
4063 Total:		6,427.48							
4075	3/5/2015	28.68	0.00	03/17/2015				False	0
247-000-803-000 Legal Fees				Feb DDA Legal Svs					
4075 Total:		28.68							
4076	3/5/2015	975.56	0.00	03/17/2015				False	0
592-536-801-002 Attorney				Feb DDA Legal Svs					
4076	3/5/2015	2,388.45	0.00	03/17/2015				False	0
101-210-801-000 Attorney Fees				Feb DDA Legal Svs					
4076 Total:		3,364.01							
4077	3/5/2015	6,935.14	0.00	03/17/2015				False	0
101-210-801-000 Attorney Fees				Feb DDA Legal Svs					
4077	3/5/2015	2,832.66	0.00	03/17/2015				False	0
592-536-801-002 Attorney				Feb DDA Legal Svs					
4077 Total:		9,767.80							
4080	3/5/2015	558.64	0.00	03/17/2015				False	0
592-536-801-002 Attorney				Feb DDA Legal Svs					
4080	3/5/2015	1,367.69	0.00	03/17/2015				False	0
101-210-801-000 Attorney Fees				Feb DDA Legal Svs					
4080 Total:		1,926.33							
4082	3/5/2015	22.62	0.00	03/17/2015				False	0
592-536-801-002 Attorney				Feb DDA Legal Svs					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
4082	3/5/2015	55.38	0.00	03/17/2015				False	0
101-210-801-000 Attorney Fees				Feb DDA Legal Svs					
4082 Total:		78.00							
4083	3/5/2015	195.68	0.00	03/17/2015				False	0
101-210-801-000 Attorney Fees				Feb DDA Legal Svs					
4083	3/5/2015	79.92	0.00	03/17/2015				False	0
592-536-801-002 Attorney				Feb DDA Legal Svs					
4083 Total:		275.60							
4084	3/5/2015	3,761.20	0.00	03/17/2015				False	0
592-536-801-002 Attorney				Feb DDA Legal Svs					
4084	3/5/2015	9,208.44	0.00	03/17/2015				False	0
101-210-801-000 Attorney Fees				Feb DDA Legal Svs					
4084 Total:		12,969.64							
gamogr Total:		35,150.94							
genpow	Gen Power Products								
81279	2/13/2015	755.25	0.00	03/17/2015				False	0
101-265-933-000 Equipment Maintenance				Repair Generator @ Twp Hall					
81279 Total:		755.25							
genpow Total:		755.25							
GOCOTI	Goodyear Commercial Tire								
154-1040413	2/11/2015	579.67	0.00	03/17/2015				False	0
592-536-932-000 Vehicle Maintenance				#511 1 Tire					
154-1040413 Total:		579.67							
154-1040557	2/27/2015	-20.00	0.00	03/17/2015				False	0
592-536-932-000 Vehicle Maintenance				#511 Tire Trade In					
154-1040557 Total:		-20.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
GOCOTI Total:		559.67							
graele 977286340 101-336-931-000	Graybar Electric Co 2/11/2015 Building Maintenance	86.76	0.00	03/17/2015	Flour Lights			False	0
977286340 Total:		86.76							
graele Total:		86.76							
graing 9667395017 101-336-740-000	Grainger 2/16/2015 Operating Supplies	32.76	0.00	03/17/2015	Battery			False	0
9667395017 Total:		32.76							
9667395025 101-336-740-000	2/16/2015 Operating Supplies	45.74	0.00	03/17/2015	Wet Mop			False	0
9667395025 Total:		45.74							
9680025104 592-536-740-000	3/3/2015 Operating Supplies	416.70	0.00	03/17/2015	Orange Safety Fence			False	0
9680025104 Total:		416.70							
graing Total:		495.20							
grudam Stipend 101-692-956-000	Grunbacher, Damian 3/2/2015 Other	272.73	0.00	03/17/2015	Feb German Volunteer			False	0
Stipend Total:		272.73							
grudam Total:		272.73							
guaulu 19529 101-301-860-000	Gulf Auto Lube 2/26/2015 Vehicle Maintenance	40.94	0.00	03/17/2015	#101 Oil Chng			False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
	19529 Total:	40.94							
19749	3/5/2015	26.98	0.00	03/17/2015				False	0
101-301-860-000	Vehicle Maintenance			#91 Oil Chng					
	19749 Total:	26.98							
	gualu Total:	67.92							
hayree	Hayes, Reece								
Instructor	3/6/2015	777.00	0.00	03/17/2015				False	0
101-691-742-000	Program Expense			Tae & Kid Kwon Do Instructor					
	Instructor Total:	777.00							
	hayree Total:	777.00							
holenv	Holben Environmental								
5019	2/27/2015	150.00	0.00	03/17/2015				False	0
592-536-861-000	Training			Osborne: 4/10 Disinfection Basics Trng					
	5019 Total:	150.00							
	holenv Total:	150.00							
hydcor	HydroCorp, Inc								
34868	2/28/2015	1,065.00	0.00	03/17/2015				False	0
592-536-819-000	Contracted Services			11 of 36 Cross Connect Control Program					
	34868 Total:	1,065.00							
	hydcor Total:	1,065.00							
identi	IdentiSys								
243351	2/11/2015	73.07	0.00	03/17/2015				False	0
101-248-727-000	Office Supplies			100 Stickcards					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	243351 Total:	73.07							
244115	2/18/2015	413.04	0.00	03/17/2015				False	0
101-248-727-000	Office Supplies			100 Clamshell ID Cards					
	244115 Total:	413.04							
	identi Total:	486.11							
IGROUP	The I Group								
19235	2/24/2015	862.50	0.00	03/17/2015				False	0
101-101-956-000	Other			Phone Recording Voice Over					
	19235 Total:	862.50							
	IGROUP Total:	862.50							
iltaof	Illinois Tactical Officers Ass								
Dues	2/25/2015	40.00	0.00	03/17/2015				False	0
101-301-810-000	Memberships & Dues			Buckberry: Membership Dues					
	Dues Total:	40.00							
	iltaof Total:	40.00							
l3comm	L3 Communications								
222267	2/13/2015	153.00	0.00	03/17/2015				False	0
101-301-933-000	Equipment Maintenance			Repair DVR					
	222267 Total:	153.00							
	l3comm Total:	153.00							
lenrob	Lenz, Robert								
Inspector1	2/26/2015	2,889.60	0.00	03/17/2015				False	0
101-370-819-000	Contracted Services			Jan Electrical Inspector					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	Inspector1 Total:	2,889.60							
Inspector2	3/5/2015	3,813.20	0.00	03/17/2015				False	0
101-370-819-000	Contracted Services			Feb Electrical Inspector					
	Inspector2 Total:	3,813.20							
	lenrob Total:	6,702.80							
liftec	Lifloc Technologies								
193258	2/16/2015	68.00	0.00	03/17/2015				False	0
101-301-933-000	Equipment Maintenance			Repair PBT					
	193258 Total:	68.00							
	liftec Total:	68.00							
lohusu	Lower Huron Supply								
385752	2/24/2015	118.56	0.00	03/17/2015				False	0
101-265-740-000	Operating Supplies			TP					
	385752 Total:	118.56							
385753	2/24/2015	208.76	0.00	03/17/2015				False	0
101-265-740-000	Operating Supplies			Liners/M Towels/TP					
	385753 Total:	208.76							
385962	3/3/2015	186.42	0.00	03/17/2015				False	0
101-336-740-000	Operating Supplies			Vehicle Brushes/Handles/Clnr					
	385962 Total:	186.42							
	lohusu Total:	513.74							
LOTLIS	Lothringer, Lisa								
Travel	3/10/2015	144.53	0.00	03/17/2015				False	0
247-000-860-000	Transportation			2/4-2/25 Mileage					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
	Travel Total:	144.53							
	LOTLIS Total:	144.53							
lppoli 215LP16352 101-301-819-000	LP Police 2/28/2015 Contracted Services	104.95	0.00	03/17/2015	Feb Background Program Use			False	0
	215LP16352 Total:	104.95							
	lppoli Total:	104.95							
majgra 13188 101-265-860-000	Majik Graphics 3/3/2015 Transportation	24.00	0.00	03/17/2015	#713 Vehicle Numbers			False	0
	13188 Total:	24.00							
	majgra Total:	24.00							
mamalu Magician 101-691-742-000	Magic of Mark Luedtke 3/7/2015 Program Expense	150.00	0.00	03/17/2015	Hoppin Hullabaloo Magician			False	0
	Magician Total:	150.00							
	mamalu Total:	150.00							
mckass 21247 247-000-977-003	McKenna Associates 3/3/2015 Landscape Design Services	656.91	0.00	03/17/2015	Feb DDA Ecorse/Belvil Rd Landscaping			False	0
	21247 Total:	656.91							
	mckass Total:	656.91							
mdeq	MDEQ, State Of Michigan								

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
905793	2/1/2015	500.00	0.00	03/17/2015				False	0
101-370-824-000 NPDES Permit					Annual Stormwater Permit Fee				
	905793 Total:	500.00							
	mdeq Total:	500.00							
miawwa Michigan Section AWWA									
380HIN03052015	3/10/2015	105.00	0.00	03/17/2015				False	0
592-536-861-000 Training					Hine: 2/26 Basic Cross Connection Smnr				
	380HIN03052015 Total:	105.00							
	miawwa Total:	105.00							
miccat Michigan CAT									
PD5009224	3/6/2015	38.49	0.00	03/17/2015				False	0
592-536-933-000 Equipment Maintenance					Backhoe Bucket Pins				
	PD5009224 Total:	38.49							
	miccat Total:	38.49							
micsta State Of Michigan									
CD820296073	2/3/2015	50.00	0.00	03/17/2015				False	0
101-691-742-001 Program Exp-Summer Camp					Program License Fee Renewal				
	CD820296073 Total:	50.00							
SD820296074	2/3/2015	50.00	0.00	03/17/2015				False	0
101-691-742-001 Program Exp-Summer Camp					Program Site Fee Renewal				
	SD820296074 Total:	50.00							
	micsta Total:	100.00							
MIDELA State of Michigan									
1219692	2/27/2015	180.00	0.00	03/17/2015				False	0
592-537-930-000 Maintenance - Lift Station					Harbor Club Elevator Inspection				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
	1219692 Total:	180.00							
	MIDELA Total:	180.00							
mimule 11477 101-171-956-000 Other	Michigan Municipal League 2/12/2015	200.80	0.00	03/17/2015	Human Resources Generalist Ad			False	0
	11477 Total:	200.80							
	mimule Total:	200.80							
mistfi 1779 101-336-861-000 Training Expense	Michigan State Firemen's Assoc 3/2/2015	80.20	0.00	03/17/2015	7 Driver Trng Participant Manuals			False	0
	1779 Total:	80.20							
	mistfi Total:	80.20							
monjoa Travel 101-215-860-000 Transportation	Montgomery, Joanne 3/11/2015	100.05	0.00	03/17/2015	3/5-6 MMRMA Conference Mileage			False	0
	Travel Total:	100.05							
	monjoa Total:	100.05							
naevma Magazine Ad 247-000-900-000 Printing & Publishing	National Event Management, Inc 3/9/2015	250.00	0.00	03/17/2015	Trade Show Magazine Ad Deposit			False	0
	Magazine Ad Total:	250.00							
	naevma Total:	250.00							
natlad	National Ladder & Scaffold								

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
1288908	2/19/2015	538.50	0.00	03/17/2015				False	0
101-265-740-000 Operating Supplies				16' A Frame Fiberglass Ladder					
	1288908 Total:	538.50							
	natlad Total:	538.50							
olgfl	Old Glory Flags & Flagpoles								
4678	1/23/2015	1,575.00	0.00	03/17/2015				False	0
247-000-979-001 Streetscape Maintenance				Remove Holiday Light Display					
4678	1/23/2015	212.49	0.00	03/17/2015				False	0
247-000-979-001 Streetscape Maintenance				Storage Rack Materials					
	4678 Total:	1,787.49							
	olgfl Total:	1,787.49							
orkin	Orkin								
100787975	2/20/2015	201.35	0.00	03/17/2015				False	0
101-265-931-000 Building Maintenance				Feb Pest Svs - Twp Hall					
	100787975 Total:	201.35							
100789770	2/16/2015	84.63	0.00	03/17/2015				False	0
101-336-931-000 Building Maintenance				Feb Pest Svs - Sta 2					
	100789770 Total:	84.63							
100791619	2/20/2015	61.79	0.00	03/17/2015				False	0
101-336-931-000 Building Maintenance				Feb Pest Svs - Sta 1					
	100791619 Total:	61.79							
	orkin Total:	347.77							
papexp	Paper Express Inc								
71435	2/25/2015	1,238.00	0.00	03/17/2015				False	0
101-248-727-000 Office Supplies				40 Ctns 8.5 x 11 Copy Paper					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	71435 Total:	1,238.00							
	papexp Total:	1,238.00							
plamor 1224167 251-000-801-000	Plante & Moran, PLLC 3/5/2015 Auditing/Accounting	950.00	0.00	03/17/2015	LDFA Refinancing Discussions			False	0
	1224167 Total:	950.00							
	plamor Total:	950.00							
porlis Face Painter 101-691-742-000	Porter, Lisa 3/7/2015 Program Expense	360.00	0.00	03/17/2015	Hoppin Hullabaloo Face Painter			False	0
	Face Painter Total:	360.00							
	porlis Total:	360.00							
posmas Permit 84 101-248-728-000	Postmaster 3/11/2015 Postage	2,000.00	0.00	03/17/2015	Permit 84 Postage			False	0
	Permit 84 Total:	2,000.00							
	posmas Total:	2,000.00							
prisys 88945 101-191-727-000	Printing Systems 2/25/2015 Office Supplies	502.45	0.00	03/17/2015	3500 AV Apps			False	0
	88945 Total:	502.45							
89088 101-191-727-000	3/2/2015 Office Supplies	220.43	0.00	03/17/2015	Petitions			False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	89088 Total:	220.43							
	prisys Total:	722.88							
prohar 337353	Belleville Pro Hardware 2/3/2015	119.70	0.00	03/17/2015				False	0
	101-718-740-000 Operating Supplies			50# Bag Road					
	337353 Total:	119.70							
337402	2/4/2015	40.61	0.00	03/17/2015				False	0
	101-265-740-000 Operating Supplies			Keys Cut					
	337402 Total:	40.61							
337873	2/10/2015	12.59	0.00	03/17/2015				False	0
	101-301-743-000 Supplies-Other			1-1/2 x 48 Con HG Nic					
	337873 Total:	12.59							
338491	2/17/2015	9.35	0.00	03/17/2015				False	0
	101-301-743-000 Supplies-Other			1/8 x 1 x 36 Flat/Nuts/Bolts					
	338491 Total:	9.35							
338739	2/20/2015	8.23	0.00	03/17/2015				False	0
	101-301-743-000 Supplies-Other			Wood Handle/Nuts/Bolts					
	338739 Total:	8.23							
338972	2/23/2015	13.47	0.00	03/17/2015				False	0
	101-325-740-000 Supplies			Light Bulbs					
	338972 Total:	13.47							
339020	2/23/2015	71.22	0.00	03/17/2015				False	0
	101-265-740-000 Operating Supplies			Cutters/Extention Cords					
	339020 Total:	71.22							
339022	2/23/2015	0.72	0.00	03/17/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
101-301-743-000 Supplies-Other				Nuts/Bolts					
	339022 Total:	0.72							
339076	2/24/2015	9.96	0.00	03/17/2015				False	0
101-301-743-000 Supplies-Other				Comb Box/Cover Round					
	339076 Total:	9.96							
339132	2/25/2015	4.82	0.00	03/17/2015				False	0
101-301-743-000 Supplies-Other				Nuts/Bolts					
	339132 Total:	4.82							
339193	2/25/2015	114.81	0.00	03/17/2015				False	0
592-536-740-000 Operating Supplies				Extention Cord/Quikrete					
	339193 Total:	114.81							
	prohar Total:	405.48							
pronem	Priority One Emergency								
70006877	2/12/2015	77.97	0.00	03/17/2015				False	0
101-301-741-000 Uniforms & Equipment				Hillen: Holders/Keepers					
	70006877 Total:	77.97							
70007082	2/20/2015	79.98	0.00	03/17/2015				False	0
101-301-741-000 Uniforms & Equipment				Hillen: Belt/Pouch					
	70007082 Total:	79.98							
70007184	2/24/2015	99.99	0.00	03/17/2015				False	0
101-301-741-000 Uniforms & Equipment				Vernier: Jacket					
	70007184 Total:	99.99							
70007220	2/26/2015	69.98	0.00	03/17/2015				False	0
101-301-741-000 Uniforms & Equipment				R.Smith: 2 Belts					
	70007220 Total:	69.98							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
70007262	2/27/2015	19.99	0.00	03/17/2015				False	0
101-301-741-000	Uniforms & Equipment			Hillen: Inner Belt					
	70007262 Total:	19.99							
	pronem Total:	347.91							
psybus	Psybus								
15242	12/31/2014	585.00	0.00	03/17/2015				False	0
101-301-956-000	Other			Tront Psychological Evaluation					
	15242 Total:	585.00							
	psybus Total:	585.00							
QUILL	Quill Corporation								
1202098	2/4/2015	154.17	0.00	03/17/2015				False	0
101-691-740-000	Operating Supplies			Print Carts/Bulletin Brd/Post Its/Brd Clnr					
	1202098 Total:	154.17							
1216450	2/5/2015	50.01	0.00	03/17/2015				False	0
101-691-740-000	Operating Supplies			Ice Packs					
	1216450 Total:	50.01							
1581933	2/17/2015	131.18	0.00	03/17/2015				False	0
101-692-742-000	Program Expense			Computer Room Printer Toner					
1581933	2/17/2015	319.57	0.00	03/17/2015				False	0
101-248-727-000	Office Supplies			White Out/Post Its/Indexes/Binders					
	1581933 Total:	450.75							
1593613	2/18/2015	39.60	0.00	03/17/2015				False	0
101-248-727-000	Office Supplies			10x13 Envs					
	1593613 Total:	39.60							
1600048	2/18/2015	20.88	0.00	03/17/2015				False	0
101-248-727-000	Office Supplies			White Out					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	1600048 Total:	20.88							
1736822	2/23/2015	66.75	0.00	03/17/2015				False	0
101-248-727-000	Office Supplies			Certificates/Certificate Holders					
	1736822 Total:	66.75							
1939240	3/2/2015	428.16	0.00	03/17/2015				False	0
101-248-727-000	Office Supplies			Rubber Bnds/Hi Lighters/Tape/Staples/Envs					
	1939240 Total:	428.16							
1997415	3/4/2015	55.74	0.00	03/17/2015				False	0
101-248-727-000	Office Supplies			Mnila File Jkts					
	1997415 Total:	55.74							
	QUILL Total:	1,266.06							
ricoh	Ricoh USA, Inc.								
5034744452	2/21/2015	333.96	0.00	03/17/2015				False	0
101-301-933-000	Equipment Maintenance			2/22/15-2/21/16 Copier BASE Maint-DB					
5034744452	2/21/2015	9.34	0.00	03/17/2015				False	0
101-301-933-000	Equipment Maintenance			11/22-2/21 Copier Maint-DB					
	5034744452 Total:	343.30							
5034951798	3/4/2015	8.86	0.00	03/17/2015				False	0
101-692-933-000	Equipment Maintenance			1/4-3/3 Copier Maint-B&W					
5034951798	3/4/2015	300.82	0.00	03/17/2015				False	0
101-692-933-000	Equipment Maintenance			1/4-3/3 Copier Maint-COLOR					
	5034951798 Total:	309.68							
	ricoh Total:	652.98							
riplhe	Richard's Plumbing & Heating								
13198	2/18/2015	809.00	0.00	03/17/2015				False	0
101-265-931-000	Building Maintenance			Rpr Jail Cell Faucets					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	13198 Total:	809.00							
	riplhe Total:	809.00							
RRFITR 46917 101-336-860-000 Transportation	R & R Fire Truck 12/8/2014	689.85	0.00	03/17/2015	#E1 Rpr FT Suction Swivel/Lock			False	0
	46917 Total:	689.85							
46918 101-336-860-000 Transportation	12/8/2014	502.82	0.00	03/17/2015	#E2 Rpr FT Suction Swivel/Lock			False	0
	46918 Total:	502.82							
47032 101-336-860-000 Transportation	12/31/2014	93.35	0.00	03/17/2015	#E3 Door Cable			False	0
	47032 Total:	93.35							
	RRFITR Total:	1,286.02							
s&lele 413 101-265-931-000 Building Maintenance	S&L Electrical Services LLC 2/23/2015	117.50	0.00	03/17/2015	Police Station Light Maintenance			False	0
	413 Total:	117.50							
	s&lele Total:	117.50							
schros Instructor 101-691-742-000 Program Expense	Schofield, Rosa 3/6/2015	156.60	0.00	03/17/2015	Zumba Instructor			False	0
	Instructor Total:	156.60							
	schros Total:	156.60							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
SHRM	SHRM								
Dues	3/10/2015	190.00	0.00	03/17/2015				False	0
101-215-810-000	Memberships & Dues				Sumpter: Membership Dues				
	Dues Total:	190.00							
	SHRM Total:	190.00							
shvua	South Huron Valley Utility Ath								
2919	2/24/2015	30,048.36	0.00	03/17/2015				False	0
592-537-995-000	Interest Expense				SHV System Plant Expansion Bond Int				
2919	2/24/2015	21,076.20	0.00	03/17/2015				False	0
592-000-300-008	2011 SHVUA SRF 5386-01				2011 SHV SRF Bond Prin				
2919	2/24/2015	5,576.90	0.00	03/17/2015				False	0
592-537-995-000	Interest Expense				2011 SHV SRF Bond Int				
	2919 Total:	56,701.46							
	shvua Total:	56,701.46							
souequ	Southeastern Equipment Co								
S58888	2/25/2015	2,251.95	0.00	03/17/2015				False	0
592-536-933-000	Equipment Maintenance				#505 All Oils Chgd/Filters/Coolant				
	S58888 Total:	2,251.95							
S58890	2/26/2015	1,002.41	0.00	03/17/2015				False	0
592-536-933-000	Equipment Maintenance				#505 Rpl Radiator Fan Shroud/Electrical/Switch				
	S58890 Total:	1,002.41							
	souequ Total:	3,254.36							
spfisa	Spears Fire Safety Services								
142802	2/10/2015	55.00	0.00	03/17/2015				False	0
592-536-933-000	Equipment Maintenance				Fire Extinguishers Annual Inspection/Maint				
	142802 Total:	55.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
142803	2/10/2015	55.00	0.00	03/17/2015				False	0
101-301-933-000	Equipment Maintenance			Fire Extinguishers Annual Inspection/Maint					
	142803 Total:	55.00							
142804	2/10/2015	119.20	0.00	03/17/2015				False	0
101-301-933-000	Equipment Maintenance			Fire Extinguishers Annual Inspection/Maint					
	142804 Total:	119.20							
142805	2/10/2015	254.20	0.00	03/17/2015				False	0
101-301-933-000	Equipment Maintenance			Fire Extinguishers Annual Inspection/Maint					
	142805 Total:	254.20							
142806	2/10/2015	306.45	0.00	03/17/2015				False	0
101-265-933-000	Equipment Maintenance			Fire Extinguishers Annual Inspection/Maint					
	142806 Total:	306.45							
142807	2/10/2015	55.00	0.00	03/17/2015				False	0
101-265-933-000	Equipment Maintenance			Fire Extinguishers Annual Inspection/Maint					
	142807 Total:	55.00							
142808	2/10/2015	55.00	0.00	03/17/2015				False	0
101-718-933-000	Equipment Maintenance			Fire Extinguishers Annual Inspection/Maint					
	142808 Total:	55.00							
142810	2/10/2015	184.75	0.00	03/17/2015				False	0
592-536-933-000	Equipment Maintenance			Fire Extinguishers Annual Inspection/Maint					
	142810 Total:	184.75							
142811	2/10/2015	187.10	0.00	03/17/2015				False	0
592-536-933-000	Equipment Maintenance			Fire Extinguishers Annual Inspection/Maint					
	142811 Total:	187.10							
143053	2/26/2015	55.00	0.00	03/17/2015				False	0
250-000-931-000	Building Maintenance			Fire Extinguishers Annual Inspection/Maint					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	143053 Total:	55.00							
182809	2/10/2015	85.90	0.00	03/17/2015	Fire Extinguishers Annual Inspection/Maint			False	0
592-536-933-000	Equipment Maintenance								
	182809 Total:	85.90							
	spfisa Total:	1,412.60							
suacha	Sumpter Ace Hardware								
331197	2/12/2015	35.99	0.00	03/17/2015	Heat Gun			False	0
592-536-740-000	Operating Supplies								
	331197 Total:	35.99							
331374	2/3/2015	82.78	0.00	03/17/2015	Shovels			False	0
101-336-740-000	Operating Supplies								
	331374 Total:	82.78							
331384	2/6/2015	57.62	0.00	03/17/2015	Lighters/Propane Tank/Fill Propane Tank			False	0
592-536-740-000	Operating Supplies								
	331384 Total:	57.62							
331393	2/9/2015	61.87	0.00	03/17/2015	Socket Kit/Hitch Ball/Hitch/Saw Blades			False	0
101-718-740-000	Operating Supplies								
	331393 Total:	61.87							
331395	2/9/2015	89.88	0.00	03/17/2015	Flat Bar Steel/Dremel Rotary Tool			False	0
101-301-743-000	Supplies-Other								
	331395 Total:	89.88							
405514	2/13/2015	72.10	0.00	03/17/2015	Drill Bits/Clamp			False	0
592-536-740-000	Operating Supplies								
	405514 Total:	72.10							
405517	2/13/2015	25.60	0.00	03/17/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
592-536-740-000 Operating Supplies				Stripping Pads/Razor/Goof Off					
405517 Total:		25.60							
405544	2/18/2015	43.17	0.00	03/17/2015				False	0
101-265-740-000 Operating Supplies				Gloves					
405544 Total:		43.17							
405563	2/23/2015	72.96	0.00	03/17/2015				False	0
101-265-740-000 Operating Supplies				Gloves/Cords/Key Ring/Tags					
405563 Total:		72.96							
405565	2/23/2015	91.98	0.00	03/17/2015				False	0
101-265-740-000 Operating Supplies				Heaters					
405565 Total:		91.98							
405573	2/23/2015	25.67	0.00	03/17/2015				False	0
592-536-740-000 Operating Supplies				Map Gas/Batteries/Tote					
405573 Total:		25.67							
405580	2/24/2015	25.18	0.00	03/17/2015				False	0
101-718-740-000 Operating Supplies				Heating Elements					
405580 Total:		25.18							
405581	2/24/2015	44.06	0.00	03/17/2015				False	0
101-265-740-000 Operating Supplies				Thermocouple					
405581 Total:		44.06							
405591	2/27/2015	51.08	0.00	03/17/2015				False	0
101-265-740-000 Operating Supplies				Trailer Connector/Screws					
405591 Total:		51.08							
407332	2/17/2015	13.49	0.00	03/17/2015				False	0
101-301-743-000 Supplies-Other				Flat Stock					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
	407332 Total:	13.49							
407343	2/15/2015	98.98	0.00	03/17/2015	Heaters			False	0
101-718-740-000	Operating Supplies								
	407343 Total:	98.98							
	suacha Total:	892.41							
sufila	Sure-Fit Laundry								
339284	3/3/2015	54.75	0.00	03/17/2015	Clean Prisoner Blankets			False	0
101-301-862-000	Detention Supplies								
	339284 Total:	54.75							
	sufila Total:	54.75							
thoreu	Thomson Reuters - West								
831396523	3/1/2015	368.01	0.00	03/17/2015	Feb Background Program Use			False	0
101-301-819-000	Contracted Services								
	831396523 Total:	368.01							
	thoreu Total:	368.01							
USBANK	US Bank								
14971NS	3/11/2015	41,181.25	0.00	03/17/2015	DDA Tax Increment Rev Bond Int'			False	0
247-000-995-005	Bond Interest Exp - 2014								
	14971NS Total:	41,181.25							
2393NS	3/11/2015	72,662.50	0.00	03/17/2015	DDA Tax Increment Rev Bond Int			False	0
247-000-995-004	Bond Interest Exp-2012								
	2393NS Total:	72,662.50							
5152-5	3/11/2015	410,076.25	0.00	03/17/2015	LDFA Tax Increment Ref Bond Int			False	0
251-000-995-000	Interest Expense								
5152-5	3/11/2015	150,000.00	0.00	03/17/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
251-000-994-000	Bond Principal Payment				L DFA Tax Increment Ref Bond Prin				
	5152-5 Total:	560,076.25							
	USBANK Total:	673,920.00							
vanass	VanAssche Construction LLC								
1400	3/2/2015	350.00	0.00	03/17/2015				False	0
101-370-819-000	Contracted Services				Clean Up Property - 50143 S Service Dr				
	1400 Total:	350.00							
	vanass Total:	350.00							
verwir	Verizon Wireless								
9741149341	2/23/2015	-60.93	0.00	03/17/2015				False	0
101-101-956-000	Other				1/24-2/23 Broadband Access				
9741149341	2/23/2015	43.64	0.00	03/17/2015				False	0
101-228-956-000	Other				1/24-2/23 Cell Phone Svs				
9741149341	2/23/2015	232.94	0.00	03/17/2015				False	0
101-265-850-000	Telephone				1/24-2/23 Cell Phone Svs				
9741149341	2/23/2015	100.37	0.00	03/17/2015				False	0
101-329-740-000	Supplies				1/24-2/23 Cell Phone Svs				
9741149341	2/23/2015	300.85	0.00	03/17/2015				False	0
101-336-850-000	Telephone				1/24-2/23 Cell Phone Svs				
9741149341	2/23/2015	144.19	0.00	03/17/2015				False	0
101-370-740-000	Operating Supplies				1/24-2/23 Cell Phone Svs				
9741149341	2/23/2015	100.82	0.00	03/17/2015				False	0
101-691-740-000	Operating Supplies				1/24-2/23 Cell Phone Svs				
9741149341	2/23/2015	81.71	0.00	03/17/2015				False	0
101-692-740-000	Operating Supplies				1/24-2/23 Cell Phone Svs				
9741149341	2/23/2015	145.14	0.00	03/17/2015				False	0
247-000-740-000	Operating Supplies				1/24-2/23 Cell Phone Svs				
9741149341	2/23/2015	404.76	0.00	03/17/2015				False	0
592-536-740-000	Operating Supplies				1/24-2/23 Cell Phone Svs				
	9741149341 Total:	1,493.49							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	verwir Total:	1,493.49							
viclan 2480	Victory Lane Quick Oil Change 3/2/2015	70.46	0.00	03/17/2015				False	0
	592-536-932-000 Vehicle Maintenance			#532 Oil Chng					
	2480 Total:	70.46							
	viclan Total:	70.46							
wadtri 20002689	Wade-Trim Associates 1/30/2015	3,306.21	0.00	03/17/2015				False	0
	592-000-286-000 Advanced Engineering Fees			Costco Wholesale Distribution					
	20002689 Total:	3,306.21							
2002678	1/30/2015	1,638.00	0.00	03/17/2015				False	0
	592-000-286-000 Advanced Engineering Fees			Menards Site Plan Review					
	2002678 Total:	1,638.00							
2002684	1/30/2015	1,377.50	0.00	03/17/2015				False	0
	592-536-820-000 Engineering Fees			General Services - DPW					
	2002684 Total:	1,377.50							
2002685	1/30/2015	1,316.44	0.00	03/17/2015				False	0
	592-000-286-000 Advanced Engineering Fees			Victoria Park					
	2002685 Total:	1,316.44							
2002686	1/30/2015	1,475.20	0.00	03/17/2015				False	0
	592-537-970-004 Capital Outlay - Lift Station			2013 Pump Station Project CEI					
	2002686 Total:	1,475.20							
2002687	1/30/2015	6,737.50	0.00	03/17/2015				False	0
	592-537-970-004 Capital Outlay - Lift Station			2013 Pump Station Project Inspector					
	2002687 Total:	6,737.50							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
2002688	1/30/2015	4,760.00	0.00	03/17/2015				False	0
592-000-286-000	Advanced Engineering Fees			L&W Engineering Plant 2					
	2002688 Total:	4,760.00							
2002690	1/30/2015	871.25	0.00	03/17/2015				False	0
592-000-286-000	Advanced Engineering Fees			Bayloff Site Improvements					
	2002690 Total:	871.25							
2002691	1/30/2015	1,305.00	0.00	03/17/2015				False	0
592-000-286-000	Advanced Engineering Fees			Contractors Steel Warehouse Bay 6					
	2002691 Total:	1,305.00							
2002692	1/30/2015	250.00	0.00	03/17/2015				False	0
592-536-819-000	Contracted Services			Michigan Ave/Rawsonville					
	2002692 Total:	250.00							
2002693	1/30/2015	290.00	0.00	03/17/2015				False	0
592-000-286-000	Advanced Engineering Fees			Michigan-Denton Development					
	2002693 Total:	290.00							
2002694	1/30/2015	1,156.25	0.00	03/17/2015				False	0
592-000-286-000	Advanced Engineering Fees			JP Chase Bank					
	2002694 Total:	1,156.25							
2002802	2/24/2015	105.00	0.00	03/17/2015				False	0
279-822-950-000	Rehab Admin Expenditures			Jan Housing Rehabilitation Program					
	2002802 Total:	105.00							
	wadtri Total:	24,588.35							
walmar	Walmart								
02.11	2/11/2015	8.54	0.00	03/17/2015				False	0
101-692-740-000	Operating Supplies			Sign Holders					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	02.11 Total:	8.54							
02.12	2/12/2015	398.59	0.00	03/17/2015				False	0
101-691-742-000	Program Expense			Daddy Daughter Dance Items					
	02.12 Total:	398.59							
02.17	2/17/2015	-29.94	0.00	03/17/2015				False	0
101-691-742-000	Program Expense			Retd Items					
	02.17 Total:	-29.94							
02.18	2/18/2015	89.79	0.00	03/17/2015				False	0
101-718-740-000	Operating Supplies			Space Heaters					
	02.18 Total:	89.79							
03.05	3/5/2015	27.40	0.00	03/17/2015				False	0
101-692-740-000	Operating Supplies			Card Stock					
03.05	3/5/2015	253.63	0.00	03/17/2015				False	0
101-692-742-000	Program Expense			Turf Mat/Golf Balls/Weights					
	03.05 Total:	281.03							
	walmart Total:	748.01							
wcdeen	Wayne County Dept. Environment								
278633	2/15/2015	436.07	0.00	03/17/2015				False	0
592-537-995-000	Interest Expense			2005 DR SRF Laon-Primary Tank Int					
278633	2/15/2015	771.81	0.00	03/17/2015				False	0
592-537-995-000	Interest Expense			2008 D Revenue Bond Int					
278633	2/15/2015	1,995.12	0.00	03/17/2015				False	0
592-537-995-000	Interest Expense			2008 A Revenue Bond Int					
278633	2/15/2015	2,280.09	0.00	03/17/2015				False	0
592-537-995-000	Interest Expense			2008 B Revenue Bond Int					
278633	2/15/2015	9,439.50	0.00	03/17/2015				False	0
592-000-300-039	2008 B Revenue Bond			2008 B Revenue Bond Prin					
278633	2/15/2015	3,416.20	0.00	03/17/2015				False	0
592-000-300-040	2008 C Revenue Bond			2008 C Revenue Bond Prin					
278633	2/15/2015	772.02	0.00	03/17/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
592-537-995-000 Interest Expense 278633	2/15/2015	2,959.78	0.00	03/17/2015	2008 C Revenue Bond Int			False	0
592-537-995-000 Interest Expense 278633	2/15/2015	10,158.70	0.00	03/17/2015	2011 DR Treatment Plant Imp Bond Int			False	0
592-000-300-043 DR Treatment Plant Improveme 278633	2/15/2015	1,071.13	0.00	03/17/2015	2011 DR Treatment Plant Imp Bond Prin			False	0
592-537-995-000 Interest Expense					2014 DR SRF #5419-01 Bond Int				
	278633 Total:	33,300.42							
	wcdeen Total:	33,300.42							
weshfi West Shore Fire 20952	3/5/2015	72,030.00	0.00	03/17/2015				False	0
247-000-970-000 Capital Outlay					3 Emergency Sirens/Control Point & Radio Equipment				
	20952 Total:	72,030.00							
	weshfi Total:	72,030.00							
wewaur Western Wayne Urgent Care 4856	3/4/2015	150.00	0.00	03/17/2015				False	0
101-301-956-000 Other 4856	3/4/2015	35.00	0.00	03/17/2015	Hillen: Phys/Drug Screen			False	0
101-301-956-000 Other					Herrick: Drug Screen				
	4856 Total:	185.00							
	wewaur Total:	185.00							
wipoeq Winder Police Equipment 20150471	2/19/2015	289.30	0.00	03/17/2015				False	0
101-301-860-000 Vehicle Maintenance					#145 Gun Rack				
	20150471 Total:	289.30							
20150501	2/23/2015	296.98	0.00	03/17/2015				False	0
101-301-860-000 Vehicle Maintenance					New Car Connectors				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
		296.98							
20150571	20150501 Total:	296.98							
101-301-743-000	Supplies-Other		0.00	03/17/2015	2 Leg Irons-Jail Cells			False	0
	20150571 Total:	134.32							
	wipoeq Total:	720.60							
ZHOMBUI	Hometowne Building								
Refund	3/3/2015	5,962.50	0.00	03/17/2015	Refund: Sidewalk Perf Bond #99662			False	0
101-000-285-000	Customer Deposits Payable								
	Refund Total:	5,962.50							
	ZHOMBUI Total:	5,962.50							
ZRLCOOL	R.L. Coolseat Construction								
Refund	3/5/2015	2,328.83	0.00	03/17/2015	Refund: Hydrant Deposit			False	0
592-000-284-000	Refunds Payable								
	Refund Total:	2,328.83							
	ZRLCOOL Total:	2,328.83							
ZSUMDEV	Summit Development								
Refund	3/3/2015	3,925.00	0.00	03/17/2015	Refund: Sidewalk Perf Bond #20564			False	0
101-000-285-000	Customer Deposits Payable								
	Refund Total:	3,925.00							
	ZSUMDEV Total:	3,925.00							
	Report Total:	1,296,724.64							

# Charter Township of Van Buren

## REQUEST FOR BOARD ACTION

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

WORK STUDY MEETING DATE: MAR. 2, 2015

BOARD MEETING DATE: MAR. 17, 2015

Consent Agenda

New Business \_\_\_\_\_

Unfinished Business \_\_\_\_\_

Public Hearing \_\_\_\_\_

<b>ITEM (SUBJECT)</b>	Wayne County Parks Millage Funding Agreement
<b>DEPARTMENT</b>	Parks & Recreation
<b>PRESENTER</b>	Jennifer Zaenglein, Deputy Director of Parks and Recreation
<b>PHONE NUMBER</b>	734-899-8921
<b>INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)</b>	N/A

### Agenda topic

#### ACTION REQUESTED

Approval of IGA between Wayne County and Van Buren Township for improvements to Quirk Park.

#### BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)

We are using these funds to build (2) dugouts at Quirk Park.

#### BUDGET IMPLICATION

The total cost of the project will be \$18,322. Van Buren Township is being reimbursed from Wayne County Millage Funding \$10,000 in project costs. We are also receiving \$8,322 in grant funding from The Van Buren Civic Fund.

#### IMPLEMENTATION NEXT STEP

Signed agreement sent to Wayne County to be signed.

#### DEPARTMENT RECOMMENDATION

Parks and Recreation supports this proposal.

#### COMMITTEE/COMMISSION RECOMMENDATION

Recreation committee supports this proposal.

#### ATTORNEY RECOMMENDATION

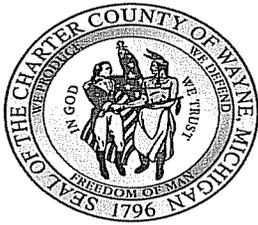
Contract has been reviewed by the township attorney.

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

#### ADDITIONAL REMARKS

#### APPROVAL OF SUPERVISOR





**ROBERT A. FICANO**  
COUNTY EXECUTIVE

**Zenna Elhasan**  
Corporation Counsel  
**Harnetha Jarrett**  
Deputy Corporation Counsel

**Nancy M. Rade**  
Assistant Corporation Counsel  
313-224-5404 (phone)  
313-967-2544 (fax)  
[nrade@co.wayne.mi.us](mailto:nrade@co.wayne.mi.us)

September 19, 2014

Ms. Jennifer Wright  
Director Parks & Recreation  
46425 Tyler Road  
Van Buren Township, MI 48111-5217

RE: IGA between County of Wayne and Van Buren Township  
For Improvements to Quirk Park

Dear Ms. Wright:

Enclosed for your review is the proposed agreement for the above-mentioned agreement. Please review, and if satisfactory, please sign and return three originals to my attention, together with a certified copy of the Board of Trustees' action approving the agreement.

Once we have all the signed and completed documents, we will process for approval by the County Commission, and a fully executed copy will be returned to you.

If you have any questions, please feel free to call me at 313.224.5404.

Very truly yours,

Nancy M. Rade  
Assistant Corporation Counsel

Email: Supervisor Linda Combs, Van Buren Township, [lcombs@vanburen-mi.org](mailto:lcombs@vanburen-mi.org)  
Jennifer Wright, [jwright@vanburen-mi.org](mailto:jwright@vanburen-mi.org)  
Jessica Mistak, Parks Division, WCDPS, [jmistak@waynecounty.com](mailto:jmistak@waynecounty.com)

Enclosures

DEPARTMENT OF CORPORATION COUNSEL  
500 GRISWOLD STREET, 11TH FLOOR  
DETROIT, MICHIGAN 48226

**AGREEMENT**

**between**

**THE COUNTY OF WAYNE**

**and**

**VAN BUREN TOWNSHIP**

**for**

**Improvements to**

**QUIRK PARK**

**FY 2013-2014**

**TABLE OF CONTENTS**

1.	PURPOSE.....	1
2.	SCOPE OF THE PROJECT .....	1
3.	TERM OF CONTRACT .....	1
4.	COUNTY'S COVENANTS.....	2
5.	TOWNSHIP'S COVENANTS .....	2
6.	TERMINATION .....	4
7.	DATA TO BE FURNISHED .....	4
8.	ADMINISTRATION .....	6
9.	RELATIONSHIP OF PARTIES .....	6
10.	INSURANCE.....	6
11.	HOLD HARMLESS .....	8
12.	LIABILITY .....	9
13.	ENVIRONMENTAL MATTERS .....	9
14.	COMPLIANCE WITH LAWS.....	12
15.	AMENDMENTS .....	12
16.	NONDISCRIMINATION PRACTICES .....	13
17.	ETHICS IN CONTRACTING.....	16
18.	NOTICES.....	16
19.	WAIVER OF ANY BREACH .....	17
20.	SEVERABILITY OF PROVISIONS.....	17
21.	MERGER CLAUSE .....	17
22.	JURISDICTION AND LAW .....	18
23.	MISCELLANEOUS .....	18
24.	AUTHORIZATION AND CAPABILITY.....	19
25.	SIGNATURE.....	20

**EXHIBIT A LEGAL DESCRIPTIONS**  
**EXHIBIT B PROJECT DESCRIPTION**  
**EXHIBIT C SIGNAGE SPECIFICATIONS**

**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 Charter 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 residents of Wayne County.

**2. SCOPE OF THE PROJECT**

**2.01** The County will cooperatively fund the construction of improvements (the “Project”) at Quirk Park located in the TOWNSHIP of VAN BUREN (individually, “Site” or collectively, “Sites”), for the citizens of Wayne County, at the locations 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 Van Buren Township or his/her designee, in creation of the Project under the limitations indicated in Sections 4 and 5.

**3. TERM OF CONTRACT**

**3.01** The effective date of this Agreement is upon approval of a resolution by the Van Buren Township Board of Trustees and the Wayne County Commission and upon obtaining signatures from the Supervisor of Van Buren Township and the Wayne County Chief Executive Officer, whichever occurs last.

**3.02** The Agreement shall remain in full force and effect during the Project, unless terminated before such time under the terms and conditions indicated in this Agreement.

**3.03** If TOWNSHIP fails to complete the Project within two years of the effective date, 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 help fund construction of the recreational Project described in Exhibit B attached hereto and made a part hereof. The funding provided by the County for FY2013-14 for the recreational Project shall not exceed Ten Thousand Dollars (\$10,000.00).

**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 described in Exhibit A.

TOWNSHIP shall, to the extent allowed by applicable law and without waiver of governmental immunity, 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, upon reasonable prior notice to the TOWNSHIP.

**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 Van Buren Park 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 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, provided the signage complies with all applicable TOWNSHIP ordinances and regulations. 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 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.

**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, provided, however, that the TOWNSHIP shall have the right to first review the audit documents and provided further that the parties shall meet in an attempt to informally negotiate a resolution to the alleged discrepancy before the County takes any further action. 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:

1. 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;
2. Favorable developments or events that enable meeting time schedules or goals sooner than anticipated; or
3. 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**

**10.01** All insurance secured by TOWNSHIP or any contractors, subcontractors, consultants or agents performing work related to this Agreement must be effected under valid and enforceable policies, issued by recognized, responsible insurers, licensed to do business in the State of Michigan and which are well-rated by national rating organizations.

**10.02** TOWNSHIP, at its expense, or any contractors, subcontractors, consultants or agents retained by TOWNSHIP, at their own expense, shall maintain during the construction of the Project, Commercial General Liability Insurance with minimum limits for bodily injury of \$2 Million Dollars per occurrence and \$4 Million Dollars aggregate and with minimum limits for property damage of \$2 Million Dollars per occurrence and \$2 Million Dollars aggregate.

**10.03** TOWNSHIP, at its expense, or any contractors, subcontractors, consultants or agents retained by TOWNSHIP, at their own expense, shall maintain during the construction of the Project, Workers Compensation coverage that meets Michigan statutory requirements and employer's liability insurance with at least \$500,000 limits.

**10.04** TOWNSHIP, at its expense, or any contractors, subcontractors, consultants or agents retained by TOWNSHIP, at their own expense, shall maintain during the construction of the Project, Automobile Liability Insurance, including coverage on hired and owned vehicles, with minimum limits for bodily injury and property damage of \$1,000,000 each accident.

**10.05** If, during the term of this Agreement, changed conditions or other pertinent factors, should in the reasonable judgment of the County render inadequate the insurance limits, TOWNSHIP will furnish on demand such additional coverage as may reasonably be required and available under the circumstances.

**10.06** Insurance policies must name TOWNSHIP as insured, name the County as an additional insured and loss payee, and must not be canceled, terminated or materially changed without at least thirty (30) days prior written notice from TOWNSHIP to the County. Prior to execution of this Agreement by the parties, certificates evidencing such insurance must be submitted by TOWNSHIP to the County's Risk Management Division located at 500 Griswold, 20th Floor, Detroit, Michigan 48226, and at least fifteen (15) days prior to the expiration dates of expiring policies.

**10.07** Failure to comply with provisions contained in this Article may be deemed as a material breach of this Agreement.

**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 the TOWNSHIP or their respective 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 reasonable 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:

1. 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;
2. Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Materials at a Site;
3. Any lawsuit brought or threatened, settlement reached or government order relating to the Hazardous Materials with respect to a Site;
4. 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;
5. 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:

1. 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;
2. Containing gasoline, oil, diesel, fuel, or other petroleum products;

3. 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;
4. Containing polychlorinated biphenyl;
5. Containing asbestos;
6. Which is radioactive;
7. The presence of which requires investigation or remediation under any governmental regulation; or
8. 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**

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 Michigan Civil Rights Act (P.A. 1976 No. 453) and the Persons With Disabilities Civil Rights Act (P.A. 1976 No. 220).
- F. 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 TOWNSHIP 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 TOWNSHIP 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 1976 P.A. 453, 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  
Parks and Recreation Department  
Van Buren Township  
46425 Tyler Road  
Van Buren Twp., MI 48111-5217

**If to the County:**

Director of Parks  
Wayne County Parks  
33175 Ann Arbor Trail  
Westland, Michigan 48185

and

Director of Administration  
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**

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**

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**

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, and the TOWNSHIP and their respective 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 and executed by the Charter County of Wayne and the Township of Van Buren, as evidenced by the attached Resolutions adopted by VAN BUREN TOWNSHIP Board of Trustees and the Wayne County Commission. 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.

**24.03** This Agreement is effective only upon review and approval by the Wayne County Commission, the Wayne County Chief Executive Officer, the Supervisor for the Township of Van Buren and Van Buren Township Board of Trustees, whichever occurs last.

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 PAGES]**

**QUIRK PARK-VAN BUREN TOWNSHIP**

For COUNTY OF WAYNE

By: \_\_\_\_\_

Robert A. Ficano

Its: Chief Executive Officer

Date: \_\_\_\_\_

WITNESSES

\_\_\_\_\_

\_\_\_\_\_

County Commission approved and execution authorized by Resolution

No. \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF MICHIGAN     )

)

COUNTY OF WAYNE     )

)

This document was acknowledged before me on \_\_\_\_\_ by Robert A. Ficano, 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

**QUIRK PARK-VAN BUREN TOWNSHIP**

WITNESSES

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

For VAN BUREN TOWNSHIP

By: \_\_\_\_\_  
Linda Combs  
Its: Supervisor

Date: \_\_\_\_\_

and

By: \_\_\_\_\_

Its: Clerk

Date: \_\_\_\_\_

VAN BUREN TOWNSHIP Board of Trustees approved and execution authorized by Resolution

No. \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF MICHIGAN    )  
                                  )  
COUNTY OF WAYNE    )

This document was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_ on behalf of Charter Township of Van Buren.

\_\_\_\_\_  
Notary Public,  
County of Wayne, State of Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in Wayne County

#298037nrmr09/17/2014

**EXHIBIT A**  
**LEGAL DESCRIPTIONS**

# Real Estate Summary Sheet

\*\*\*Information herein deemed reliable but not guaranteed\*\*\*

08/07/2014 9:25 AM

**Parcel:** 83 061 99 0006 000  
**Owner's Name:** VAN BUREN CHARTER TOWNSHIP  
**Property Address:** 46425 TYLER RD  
BELLEVILLE, MI 48111

**Current Class:** 402.RESIDENTIAL VACANT  
**Previous Class:** 402.RESIDENTIAL VACANT  
**Gov. Unit:** 83 VAN BUREN TOWNSHIP  
**MAP #**  
**School:** V125 83-VAN BUREN  
**Neighborhood:** 00020 EXEMPT

**Liber/Page:** Created: //  
**Split:** // Active: Active  
**Public Impr.:** None  
**Topography:** None

**Mailing Address:**

VAN BUREN CHARTER TOWNSHIP  
46425 TYLER RD  
BELLEVILLE MI 48111

**Description:**

16A1A2C A1A2D B1A2 PT OF THE N 1/2 SEC 16 T3S R8E BEG AT THE N 1/4 COR. SEC 16 TH N89DEG 07M 10S E 391.44FT TH S10DEG 47M 00S E 929.30FT TH S82DEG 00M 30S W 673.37FT TH N10DEG 47M 00S W 1013.58FT TH N89DEG 03M 00S E 291.25FT POB 14.49 AC

## Most Recent Sale Information

None Found

## Most Recent Permit Information

Permit PE11-0093 on 06/07/2011 for \$0 category COMMERCIAL, ADD/ALTER/REPAIR.

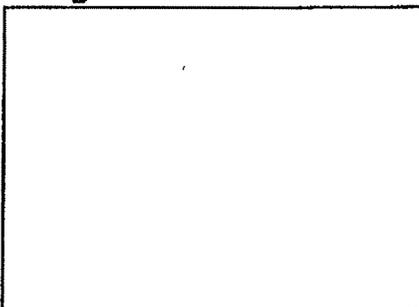
## Physical Property Characteristics

<b>2015 S.E.V.:</b>	0	<b>2015 Taxable:</b>	0	<b>Lot Dimensions:</b>	
<b>2014 S.E.V.:</b>	0	<b>2014 Taxable:</b>	0	<b>Acreage:</b>	14.49
<b>Zoning:</b>	OT	<b>Land Value:</b>	0	<b>Frontage:</b>	0.0
<b>PRE:</b>	0.000	<b>Land Impr. Value:</b>	0	<b>Average Depth:</b>	0.0

## Improvement Data

None

## Image



Lawyers Title Insurance Corporation

Form 52 10-64  
QUIT CLAIM DEED—Statutory Form  
Act 187 P. A. 1881—M.S.A. 26.572

KNOW ALL MEN BY THESE PRESENTS: That Richard Sloan and Sheila Sloan, his wife, Avern Cohn and Joyce Cohn, his wife, Samuel Frankel and Jean Frankel, his wife, and Helen Zuckerman of 16856 Schaefer Rd., Detroit, Michigan, Quit Claim to the Township of Van Buren

whose Street Number and Post Office address is 405 Main Street, Belleville, Michigan the following described premises situated in the Township of Van Buren County of Wayne and State of Michigan, to-wit:

Part of the N.E. 1/4 and N.W. 1/4 of Section 16, T. 3 S., R. 8 E., Van Buren Township, Wayne County, Michigan, described as beginning at the North 1/4 corner of Section 16 and proceeding thence along the North line of Section 16 North 89 degrees 07 minutes 10 seconds East 291.44 feet; thence South 10 degrees 47 minutes 00 seconds East 605.47 feet; thence South 82 degrees 00 minutes 30 seconds West 673.37 feet to the East line of Quirk Road (86 feet wide); thence North 10 degrees 47 minutes 00 seconds West 689.75 feet; thence North 89 degrees 03 minutes 00 seconds East 291.25 feet to the point of beginning, containing 10.00 acres,

TITLE INSURANCE - A1

INSTRUMENTS - RECORDS

Sheila Sloan (L.S.)  
Avern Cohn (L.S.)  
Joyce Cohn  
Samuel Frankel (L.S.)  
Jean Frankel  
Helen Zuckerman (L.S.)  
Helen Zuckerman

STATE OF MICHIGAN  
COUNTY OF WAYNE

On this \_\_\_\_\_ day of April A. D. 1965 before me personally appeared \_\_\_\_\_ to me known to be the person or persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

My commission expires \_\_\_\_\_ Notary Public  
Business Address: 2290 First National Bldg., Detroit, Mich.  
Register of Deeds Office

Instrument Drafted by Norman Hyman

Recording Fee \_\_\_\_\_  
U. S. Revenue Stamps \_\_\_\_\_  
When recorded return to \_\_\_\_\_

XERO COPY



WARRANTY DEED

MINNESOTA TITLE AGENCY

Grantor, the Van Buren Public Schools, formerly known as the Township School District of Van Buren Township, whose address is 555 North Columbia, Belleville, Michigan 48111, conveys and warrants to Grantee, the Downtown Development Authority of the Charter Township of Van Buren, a public body corporate existing under the laws of the State of Michigan, whose address is 46425 Tyler Road, Van Buren Township, Michigan 48111, the following described real property situated in the Township of Van Buren, County of Wayne and State of Michigan:

See Legal Description on Exhibit "A" attached hereto and incorporated herein.

Subject to conditions, restrictions, easements and limitations of record.

The grantor grants to the grantee the right to make all available division(s) under section 108 of the land division act of Act No. 288 of Public Acts of 1967. This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

In consideration of Three Hundred Seventy Five Thousand (\$375,000.00) Dollars and other good and valuable consideration.

This conveyance is exempt from state and county transfer taxes pursuant to MCL 207.526(i) and MCL 207.505(h)(i).

Dated this 29th day of February, 2008.

Signed in the presence of:

Susan Ireland  
Susan Ireland

Victoria White  
Victoria White

Van Buren Public Schools

By: [Signature]  
Pete L. Lazaroff, Jr.

Its: Superintendent  
Superintendent

STATE OF MICHIGAN )  
  )SS.  
COUNTY OF WAYNE )

On this 29th day of February, 2008, before me personally appeared Pete L. Lazaroff, Jr., to me personally known, who being by me sworn, said that he/she is the Superintendent of the Van Buren Public Schools (the "Grantor") who executed this instrument; that this instrument was signed on behalf of the Grantor by authority of its board of directors/trustees and that this instrument is acknowledged as the free act and deed of the Grantor.

DORVAL J. HUNTER  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF WAYNE  
MY COMMISSION EXPIRES Jan 30, 2013  
ACTING IN COUNTY OF WAYNE

[Signature]  
Notary Public  
Wayne County, Michigan  
My commission expires: 1-30-2013

Drafted by:	Return to:	Send Tax Bills to:
Jeffrey P. Chalmers, Esc. Howard & Howard Attorneys 100 Forage Street, Suite 200 Kalamazoo, MI 49007 (616) 382-1483	Downtown Development Authority of the Charter Township of Van Buren 46425 Tyler Road Van Buren Township, MI 48111	Downtown Development Authority of the Charter Township of Van Buren 46425 Tyler Road Van Buren Township, MI 48111

Recording Fee: Tax Parcel No. V425-83-061-99-0001-000  
File Number: 3218412

Revenue: Exempt

**EXHIBIT "A"**

**Legal Description**

Part of the N. 1/2 of Sec. 16, T 3 S, R 8 E, Van Buren Township, Wayne County Michigan, Described as follows: Beginning at a point on the center line of Quirk Road, being also the Northwest boundary corner of Willow Gardens Subdivision No. 3 as recorded in Liber 74, Page 95 of Plats, Wayne County Records, distant from the center of said section 16, north 7° 59' 30" West 1135.00 ft; thence from this point of beginning northerly along the centerline of Quirk Road North 7° 59' 30" West 315.54 ft. and North 10° 49' 00" West 284.46 ft.; thence North 82° 00' 30" East 903.00 ft.; thence South 10° 49' 00" East 284.46 ft.; thence South 7° 59' 30" East 255.54 ft.; to a point on the north boundary line of "Willow Garden Subdivision #3" thence westerly along the north boundary line of said "Willow Gardens Subdivision No. 3" South 82° 00' 30" West 450.00 ft, South 7° 59' 30" East 50.00 ft, and South 82° 00' 30" West 443.00 ft. to the point of beginning, excepting a strip of land 43 ft. in width along the westerly boundary which has been deeded to the Wayne Co. Road Comm. For the right of way of Quirk Road, containing 11.0954 acres, more or less, excepting any part of the above described land, taken, used or deeded for street, road or highway purposes. And it is understood that this conveyance is made on the condition that the S. 60 ft of the W. 443 ft. above described will be used for public highway purposes only.

① V125-83-061-99-0001-000

This is to certify that the above is a true and correct copy of the original as the same was filed for record in the office of the Register of Deeds for the County of Wayne, Michigan, on the 20th day of August, 2007.  
 2503 *[Signature]* 8/21/07  
*[Signature]*

**EXHIBIT B**  
**PROJECT DESCRIPTION**



Robert A. Ficano  
County Executive

Jen  
W.

July 24, 2014

Linda Combs, Supervisor  
Van Buren Township  
46425 Tyler Rd.  
Van Buren, MI 48111

**RE: MILLAGE FUNDING ALLOCATION FOR FISCAL YEAR 2013-2014**

Dear Supervisor Combs:

For fiscal year 2013-2014 Wayne County (the "County") has allocated \$10,000 to Van Buren ("Van Buren") from the Parks Millage Fund for *various parks improvements*, pending the approval of the Parks Division and the Wayne County Commission.

Please submit a project description including a cost breakdown for the proposed improvements to be completed at each project site. Also submit documentation which demonstrates that Van Buren holds title to each site. Examples of such documents include, but are not limited to, recorded deeds, assignments, leases, land contracts and/or other documents used to demonstrate ownership or a possessory interest in each site. These documents must also specify all covenants, restrictions, easements, or other encumbrances applicable to each site. A legal description for each site is required.

Please submit the evidence of title, legal descriptions, and project description(s) not later than 60 days after receipt of this communication. Upon receipt of the requested documentation, the County will review the same and prepare a draft intergovernmental agreement that will be forwarded to Van Buren Township for consideration. Please note that the County will not furnish any upfront funding. Van Buren Township will be required to seek reimbursement from the County for approved expenses arising from the proposed projects.

The County encourages the utilization of all allocated funding. Unused funds are not carried over to the next fiscal year. If you have any questions or need clarification on this matter, please contact me at (734) 261-2026. We look forward to working with you in the future.

Sincerely,

Jessica Mistak, Assistant Director  
Wayne County Parks Division

Cc: Kevin McNamara, Wayne County Commissioner  
Jennifer Wright, Director Van Buren Township Parks and Recreation  
Alan Helmkamp, Assistant County Executive  
Lawrence Hemingway, Director WC Parks Division  
Nancy Radé, Assistant Corporation Counsel



**Charter Township of Van Buren  
Parks and Recreation**

**Applicant:** Jennifer Wright, Director

**Organization:** Van Buren Township Parks and Recreation

**Project:** Quirk Park Softball Field Upgrades

**Phone Number:** 734-699-8921 (office) 313-215-2110 (cell)

**Email:** [jawright@vanburen-mi.org](mailto:jawright@vanburen-mi.org)

---

**Background information:**

Van Buren Township Parks and Recreation is a department which caters to our residents seven days a week throughout the entire year. We offer classes, workshops, camps, open space and recreational opportunities. Through the years, our facilities, including The Gregg Brinkerhoff & Chuck Coleman Memorial Field located in Quirk Park, require upgrades for general upkeep as well as to keep our participants safe.

This softball diamond is used by two children's ball clubs: The Queens of Diamonds, a local girls' softball team, and Michigan Nationals, a local and travel ball club made up of various ages. The teams use the softball field nearly every day, six months each year. The ball field is also used casually by residents just wanting to play catch or practice batting.

**Details and scope of the project:**

The Gregg Brinkerhoff & Chuck Coleman Memorial field will receive the following upgrades: Two chain link dugouts with cement floors. This project will be completed by Spring 2015.

**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. We would greatly appreciate funding to make the necessary upgrades to the Quirk Park Gregg Brinkerhoff & Chuck Coleman Memorial Field.

**Other funding sources:**

The Van Buren Civic Fund will be providing \$8,322 towards this project.

**Total Amount Requested from Wayne County Parks Millage Fund: \$10,000**

Project total = ~~\$18,322~~. A project budget is attached.

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.

We are hoping to begin construction of this project in early Spring 2015, so that our teams can begin enjoying their upgraded field as soon as possible.



**The Queens of Diamonds**

**Budget Comparison for Renovations to the  
Quirk Park Gregg Brinkerhoff & Chuck Coleman Memorial Field**

<b>Item Description</b>	<b>Wade Trim</b>	<b>Davenport</b>
Chain link dugout fencing with roof- 2	\$9,200.00	\$13,500.00
New Dugout benches - 2	\$3,000.00	\$750.00
Concrete Pad for dugout - 2	\$3,000.00	\$3,072.00
Restoration / Site Clean-up	\$750.00	\$1,000.00
Design	\$4,850.00	\$0.00
Contingency (15%)	\$2,392.50	
<b>TOTAL</b>	<b>\$23,192.50</b>	<b>\$18,322.00</b>

\*The Van Buren Civic Fund is donating \$8,322 towards this project

\*We are asking for \$10,000 from the Wayne County Parks Millage Fund

March 25, 2014

Van Buren Civic Fund  
P. O. Box 904  
Belleville, MI 48112

Board of Directors:

I am writing you in hopes of your assistance in helping Van Buren Township complete vastly needed capital improvements to its softball field, located directly behind the Van Buren Township Municipal Building. In cooperation with the Van Buren Township Recreation Department management, I am writing a letter to request funds to assist in the construction of dugouts and also backstop fence improvements.

Please allow me to give you a little background of my experiences at the Van Buren Township softball field, over the last twenty years. I started playing softball on this field in 1993. At that time, Quirk School was still in place, the Homestead Condominium site was still a wooded area, there was no driveway leading back to the soccer fields along the East side of the softball field and there was no Senior Activity/Park Area. Over the years, there have been many improvements to the facilities surrounding Van Buren's softball field, but the field itself has remained unchanged. It is in dire need of a facelift.

Twenty years later, slowpitch softball has slowly diminished in popularity. Van Buren Township used to run softball leagues three to four nights a week. The leagues have slowly diminished over the years to the point where the last few years there have not been any slowpitch softball leagues run on the field. The field's sole use now is for youth sports.

My involvement with the field now is in the capacity as a head coach, for a girl's youth fastpitch softball team. My team is made up primarily of young ladies from the Van Buren/Belleville area along with a few players from surrounding communities. We participate in the 11u age group, which means the girls must have been 11 years old on 12/31/13. We use the Van Buren Township field twice a week, from April to October to practice and play games/scrimmages. In addition, The Michigan Nationals youth baseball organization uses the field for its Van Buren/Belleville based baseball teams to practice and play games as well. They utilize the field the other five days we are not using the field.

There are a few primary upgrades that are long overdue for this field. One is the need for dugouts and a concrete "floor" in each dugout. Right now, there is simply a single bench on the outside of the fence, on each side of the infield area used by the teams as a "dugout" area. It allows no separation from the fans, parents and siblings during games, which is not an ideal situation. The bench is simply a flat bench, with no backrest. There is no protection for the kids from the elements during their time in the "dugout area", such as screening from the sun, wind, rain, etc. The area surrounding the current bench simply has a dirt/grass floor. When it rains, standing water accumulates around the bench area.

A second drastically needed upgrade for safety reasons, would be upgrading the backstop area fencing. As I mentioned, this field's primary use for many years was for slowpitch softball. The backstop was not designed to a height that stops foul balls from going into the spectator area and also the parking area where many residents/spectators are located on a regular basis during games. Both fastpitch softball and youth baseball has pitchers throwing pitches anywhere from the 40-50 mile per hour range. When these balls are fouled off, they typically travel quite a ways. A much higher fence/backstop would block most of these foul balls and lessen the potential for personal injury or damage to vehicles parked along the softball field.

I have asked the Van Buren Township Recreation Department management, to provide pictures of Van Buren Township's current dugout area and backstop. We are graciously asking for your financial assistance in an effort to build two new fenced in dugout areas, concrete slabs for each dugout and upgrading the backstop fencing. We have enclosed some pictures from the Canton Softball Center, as an example of what is being proposed for our field.

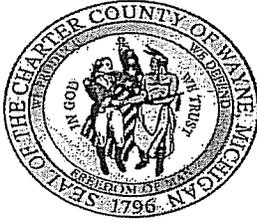
Thank you for considering this project, which I feel would vastly enhance the quality of life for not only the youth participants of the Van Buren/Belleville area, but also improve the safety of the youth participants and spectators that watch events at the field on a regular basis.

Thank You,



Sean Bellingham  
Belleville Tri-Community Resident

**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"  $\frac{3}{4}$ " marine grade plywood.
- Sign is to be one-sided. Two-sided is optional.
- To be out with "Carriage" style top...i.e., arched. (optional).
- Color options up to you; 1, 2, 3 or 4 color...it's totally up to you; of course, more colors, more cost involved.
- Font should be traditional styles in Helvetica, Arial, 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 2 ft. 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 and 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.

#289942

Huron Twp. logo here

**LAIKO PARK**  
**HURON TOWNSHIP**

County Logo here

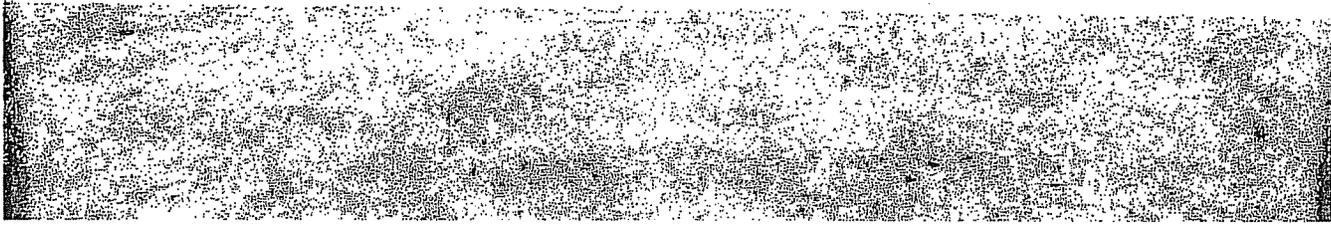
County Executive  
& County Commission  
listed

Improvements partially funded by  
Wayne County Parks Millage

Name of other funding source if applies.

City Logo here

Twp. Super  
&  
Twp. Bd. Members  
listed



# Charter Township of Van Buren

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

## REQUEST FOR BOARD ACTION

**WORK STUDY MEETING DATE: 3/2/15**

**BOARD MEETING DATE: 3/17/15**

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

<b>ITEM (SUBJECT)</b>	Extension of the Planned Residential Development (PRD) Agreement and Final Preliminary Plat for the Bedford Cove Subdivision.
<b>DEPARTMENT</b>	Planning
<b>PRESENTER</b>	Jack Knowles, Director of Planning and Economic Development
<b>PHONE NUMBER</b>	(734) 699-9288
<b>INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)</b>	Eric Flynn, Elro Corporation

### Agenda topic

#### ACTION REQUESTED

Approval of extension of the PRD Agreement and Final Preliminary Plat of Bedford Cove subdivision for 5 years, to expire on April 9, 2020, and to require a written report from the developer every 2 years.

#### BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)

Elro Corporation is requesting a 5-year extension of its Bedford Cove PRD approval. Bedford Cove will contain 201 residential units on 94.58 acres located on the south side of Huron River Drive, between Hoeft and Elwell Roads (next to Cobblestone Creek). More than 30 acres or 32% of the site will be open space including a 4-acre park and 17 acre nature preserve. All units are to be detached single-family dwellings, with no attached units. The project originally received PRD and Final Preliminary Plat approval in 2007, and the original 2007 Agreement is enclosed.

As with all PRD's, the Bedford Cove PRD Agreement lays out the responsibilities of the developer and the Township regarding the development. The original Agreement required the developer to commence construction within four years. Because of poor economic conditions, in 2011 the developer requested, and the Township granted a four-year extension with a new expiration date of April 9, 2015. The 2011 – 2015 PRD extension was granted by the Township Board subject to the condition that the applicant would refrain from building on the site for a period of 3 years to allow the housing market to recover and allow for existing approved and in-construction phase developments to be completed. The Township Board also granted a coterminous extension of the final preliminary plat approval, consistent with the Township Attorney's recommendation. The 2011 amendment to the Agreement is enclosed.

At its February 11, 2015 meeting, the Planning Commission unanimously voted to recommend that the Board of Trustees grant approval of the 5-year extension of the PRD Agreement of Bedford Cove, with the requirement that the developer include a written report every 2 years. Minutes from the Planning Commission approval are attached, along with the referenced McKenna Associates review letter dated February 5, 2015. The request letter from the Elro Corporation is also enclosed.

**BUDGET IMPLICATION** None

#### IMPLEMENTATION NEXT STEP

If the extension of the PRD Agreement and Final Preliminary Plat of Bedford Cove is approved, the Agreement will be executed by the Township and developer.

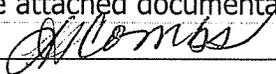
**DEPARTMENT RECOMMENDATION** Approval

**COMMITTEE/COMMISSION RECOMMENDATION** Approval

**ATTORNEY RECOMMENDATION** N/A

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

**ADDITIONAL REMARKS** See attached documentation for additional information

**APPROVAL OF SUPERVISOR** 



Columbia Center  
 201 W. Big Beaver Road, Suite 720  
 Troy, Michigan 48084-5297  
 (248) 689-6800  
 FAX (248) 689-2221

Charter Township of Van Buren  
 Board of Trustees  
 46425 Tyler Road  
 Van Buren, Michigan 48111

RECEIVED  
 NOV 19 2014

September 3, 2014

BY:.....

RE: Planned Residential Development Agreement dated April 9, 2007 as amended on April 9, 2011 governing the development of Bedford Cove Subdivision

Dear Board Members:

On April 9, 2007, the Charter Township of Van Buren and Elro Corporation entered into a Planned Residential Development Agreement pursuant to MCL 125.3505 for the development of Bedford Cove Subdivision. That Agreement was amended on April 9, 2011 pursuant to that same statutory authority. Copies of the Planned Residential Development Agreement and the First Amendment to Planned Residential Agreement are enclosed.

Paragraph D of the "Recitals" provision of the First Amendment to Planned Residential Development Agreement acknowledged that the "... developer did not commence construction of the Project [pursuant to the terms of the Planned Residential Development Agreement] due to the collapse of the real estate economy in Michigan and elsewhere". Further, Paragraph E of the Recitals provision acknowledged that "The Township has experienced several partially completed subdivisions with incomplete infrastructure and other blighting conditions, including foreclosures of partially completed developments. The Parties agree it is in their mutual best interest to delay the start of the construction of the Project until such time as the Michigan real estate economy improves and to allow further completion of the existing incomplete developments." [Emphasis added].

Recently, Elro Corporation obtained data from the Charter Township of Van Buren regarding residential housing building permits issued by the Charter Township from January 1, 2011 through June 30, 2014. Below is a summary of that data relating to four residential developments:

<u>Name of Development</u>	<u>Total Building Permits Issued*</u>	<u>Annual Average of Building Permits Issued</u>
Cobblestone Creek	24	6.86/year
Cobblestone Ridge	5	1.43/year
Country Walk	1	0.29/year



Columbia Center  
201 W. Big Beaver Road, Suite 720  
Troy, Michigan 48084-5297  
(248) 689-6800  
FAX (248) 689-2221

Victoria Park

0

0/year

\*Between January 1, 2011 and June 30, 2014

While the economy has improved during the last several years, there is still not a demand for new single family residential housing that justifies the expenditure of the funds necessary to pay the costs of the installation of water, sewer and other utility lines as well as pavement costs and the costs of the other improvements necessary to develop Bedford Cove Subdivision. Further, the construction of Bedford Cove Subdivision at this time may further delay the time required to complete the construction and sale of single family homes in the developments listed above.

As a result, Elro Corporation proposes to amend the Planned Residential Development Agreement once more to further extend the commencement date for construction of that development in order to insure that single family residential homes can be constructed and sold at an annual rate which justifies the costs of the subdivision improvements and does not hamper the build-out of the above-described developments. A further extension of time to commence construction of Bedford Cove Subdivision will also permit the rural character of the land to remain intact thereby limiting the need for additional police and fire services.

This proposed second amendment to the Residential Development Agreement is permissible pursuant to MCL 125.3405, which reads as follows:

"(1) An owner of land may voluntarily offer in writing, and the local unit of government may approve, certain use and development of the land as a condition to a rezoning of the land or an amendment to a zoning map.

(2) In approving the conditions under subsection (1), the local unit of government may establish a time period during which the conditions apply to the land. Except for an extension under subsection (4), if the conditions are not satisfied within the time specified under this subsection, the land shall revert to its former zoning classification.

(3) The local government shall not add or alter the conditions approved under subsection (1) during the time period specified under subsection (2) of this section.



Columbia Center  
201 W. Big Beaver Road, Suite 720  
Troy, Michigan 48084-5297  
(248) 689-6800  
FAX (248) 689-2221

(4) The time period specified under subsection (2) may be extended upon the application of the landowner and approval of the local unit of government.

(5) A local unit of government shall not require a landowner to offer conditions as a requirement for rezoning. The lack of an offer under subsection (1) shall not otherwise affect a landowner's rights under this act, the ordinances of the local unit of government, or any other laws of this state." [Emphasis added].

Representatives of Elro Corporation are available to meet with you and with the Charter Township's Planning Commission to discuss this request in further detail.

Respectfully,

Elro Corporation

Two handwritten signatures are present. The first signature is written over the name 'JESSE' and the second is written over the name 'KRANZ'.

JESSE KRANZ

Enclosures: Planned Residential Development Agreement dated April 9, 2007 and First Amendment to Planned Residential Development Agreement dated April 9, 2011

CHARTER TOWNSHIP OF VAN BUREN  
WAYNE COUNTY, MICHIGAN

RECEIVED  
NOV 19 2014

BY:.....

PLANNED RESIDENTIAL DEVELOPMENT AGREEMENT

This Planned Residential Development Agreement (hereinafter referred to as the "Agreement") is made April 9, 2007 (hereinafter referred to as the "date of Agreement") by and between Elro Corporation, a Michigan corporation, (hereinafter referred to as the "Developer") having its principal office at 201 W. Big Beaver Road, Suite 720, Troy, MI 48084, and the Charter Township of Van Buren, County of Wayne, State of Michigan, a Michigan municipal corporation (hereinafter referred to as the "Township"), having its principal office at 46425 Tyler Road, Belleville, MI 48111.

RECITALS

1. The Developer has an interest in and wishes to develop land located in the Township (the "Land"), more particularly described on Exhibit A attached hereto.
2. Section 7.04 of Article VII of the Township Zoning Ordinance 6-2-92 as amended (hereinafter referred to as the "Zoning Ordinance") provides for a Planned Residential Development as an optional method of development allowing a mixture of certain types of residential uses with open space and amenities in order to encourage the use of land in accordance with its character and adaptability; conserve natural resources, natural features and energy; encourage innovation in land use planning; provide enhanced housing, employment, shopping, circulation and recreational opportunities for the people of the Township; ensure compatibility of design and use between neighboring properties; encourage development that is consistent with the Master Plan and promote rural open space development that preserves the Township's rural character and encourages the preservation of agricultural lands.
3. The Developer desires to develop the Land as a Planned Residential Development pursuant to the Zoning Ordinance, to be known as Bedford Cove Subdivision, a single family residential project (hereinafter referred to as the "Project").
4. An application and site plan package for the Project (hereinafter referred as the "PRD Plan") were submitted to the Township, reviewed by the Planning Commission and the Township Board of Trustees and approved by the Township Board of Trustees on August 16, 2005 following a recommendation from the Planning Commission made on June 22, 2005 pursuant to the Zoning Ordinance including all necessary modifications there from, and subject to the Developer and the Township entering into this Agreement setting forth the conditions upon which such approval is based. A sketch of the Project lot layout is attached as Exhibit B.
5. The components of the PRD Plan are as follows:
  - a. The Land is located in the R1A Zoning District and comprises 94.58 acres.

- b. The Project shall include 201 single family lots.
- c. The Project shall include the following amenities: neighborhood park, detention pond aerators, pedestrian pathways, park benches, volleyball court, soccer field, vinyl split rail fence, buffer landscaping, entrance signs and other community signs. The developer shall provide and shall require in the Declaration of Easements, Covenants, Conditions and Restrictions that the Association hereinabove defined shall maintain, repair and replace, when required, the above amenities, which shall be for the exclusive use and benefit of Bedford Cove residents.
- d. The Project shall incorporate the following roadway and traffic improvements:
  - i. All interior roads shall be constructed to Wayne County standards. All interior roads will be public and will be maintained and repaired by the Wayne County Department of Public Service.
  - ii. Passing lanes and appropriate tapers for the boulevard entrance at Huron River Drive to the construction specifications of the Wayne County Department of Public Service, Division of Roads.
  - iii. The recommendations listed in the traffic report dated January 17, 2005 and the supplemental traffic report date March 11, 2005 prepared by Anderson, Eckstein and Westrick, Inc. shall be addressed prior to the issuance of building permits for the project.
- e. The Project shall incorporate the following pedestrian circulation improvements:
  - i. A sidewalk or pathway as illustrated on the PRD Plan.
  - ii. Off road nature trails, to be constructed of woodchips in some areas and asphalt in other areas, connecting all open space areas as shown on the landscape plan throughout the Development.
  - iii. 10 feet wide asphalt path constructed along the Project frontage at Huron River Drive.
- f. The Project shall incorporate the following utility and engineering improvements, which shall be engineered and constructed in accordance with applicable federal, state, county and township laws, rules and regulations:
  - i. A Detention Pond as shown on attached site plan (Exhibit B); the pond shall be maintained in an attractive manner. The Association shall

- implement an annual weed control program as outlined on the landscape plan.
- ii. Connection to existing sanitary and water lines.
  - iii. Installation of storm drains to handle storm flows.
  - iv. All public utility improvements, including sanitary sewers and water mains, when constructed, are intended to be dedicated to and accepted for public use and maintenance by the appropriate agency (Township or Wayne County Department of Public Services). The public utilities will be constructed to serve the residents and shall be dedicated to the appropriate entity. Easements shall be provided and recorded on the final plat so the appropriate agency shall have the right to access the public utility for repair & maintenance,
  - v. The builders shall provide finish graded lots consistent with the approved grading plan prior to the issuance of the final occupancy permit. The builder shall provide to the homeowner of each lot a copy of the individual plot plan that was approved by the Van Buren Township Building Department. The plot plan shall show all approved grades and any regulated trees, if any, that exist on the lot. A note shall be included on the plot plan that states the following: "A homeowner shall obtain all necessary approvals/permits from Van Buren Township prior to removing any regulated trees or making any alternations to the grade of any lot".
- g. The Project shall preserve the following natural resources and natural features:
- i. Regulated wetlands.
  - ii. 30.4 acres of open space or 32.1% of the total Project acreage.
  - iii. Existing landmark trees and woodlands wherever practical and as shown on the site plan (Exhibit B).
  - iv. 2087 trees or 68% of trees on site.
- h. The Project shall incorporate the following landscaping improvements:
- i. Landscaped boulevard entrance providing access from Huron River Drive.

- ii. One (1) street tree planted every 50 feet throughout the Development as shown on the Landscape Plan (Exhibit B).
  - iii. Trees and plantings as depicted on the Landscape Plan (Exhibit B).
  - iv. Park benches and trash receptacles as shown on the Landscape Plan (Exhibit B).
  - v. The Declaration of Easements, Covenants, Conditions and Restrictions shall require use of plant species permitted by the Township's Zoning Ordinance.
  - vi. Project signage shall include one entrance sign on the monument wall at the Huron River Drive entrance.
  - vii. Viewshed plantings along Huron River Drive as shown on the Landscape Plan.
- i. The following modifications have been granted as part of PRD approval:
- i. Building setbacks as follows: front yard - 25 feet  
rear yard - 30 feet  
side yard - minimum 5 feet, total = 15 feet
  - ii. T-turn around at the end of Chamard Drive shall not be required.
  - iii. Architectural drawings shall not be required at this time. Prior to issuance of model/building permits builders shall obtain approval from Van Buren Township Planning Commission and Township Board of Trustees.
  - iv. Lot size as follows: minimum width - 70 feet  
minimum depth - 120 feet
  - v. The requirement of a minimum dwelling home size of 1800 square feet shall be satisfied by the average dwelling home size of the entire development being a minimum of 1800 square feet. Single story homes shall have a minimum floor area of 1500 square feet and two story homes shall have a minimum floor area of 1800 square feet.
  - vi. The construction of rear yard decks shall be permitted in the following locations (the maximum encroachment into the "setback" shall be no closer than 25 feet from the rear property line).

- a) Within the rear yard and perimeter setbacks of lots 1 through 201.
- b) Within the 75 foot "water feature setback" for lots 92 through 122.
- vii. The requirement for 30% side entry garages shall be met by providing a minimum of 30% (total) of side entry, courtyard or recessed garages. The number of standard side entry garages shall be a minimum of nineteen (19). A recessed garage shall be defined as a garage that is recessed a minimum of ten (10') feet from the front building wall of the living area.
- j. The garages shall be restricted to extend no further than eight (8') feet in front of the front building wall of the living area. Except for courtyard entry homes, and on corner lots that shall extend no further than twelve (12') feet in front of the front building wall of the living area.

6. Each party represents that, to the best of its knowledge, this Agreement and its entry into this Agreement does not violate any law, regulation or agreement and that there is no pending or threatened litigation which would encumber the Land or otherwise prohibit it from entering this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Developer and the Township do hereby agree as follows:

1. The Project may be developed in accordance with the PRD Plan, as defined in Paragraph 4 of the Recitals hereto, and subject to and in accordance with the provisions set forth below and set forth in Paragraph 5 of the Recitals hereto.

2. It is anticipated that the Project will be developed in one phase. The Developer will create association Declaration of Easements, Covenants, Conditions and Restrictions for the subdivision. Should the project be developed in more than one phase all conditions, requirements, etc. shall be consistent in each phase.

3. The Declaration of Easements, Covenants, Conditions and Restrictions shall provide for the establishment of the Association of lot owners (the "Association") to have ownership and control over the common areas within the Project, among other powers and obligations. Open space and amenities shall be set aside by the establishment of Declaration of Easements, Covenants, Conditions and Restrictions which shall preserve the areas as open space to be owned and maintained by the Association. Until conveyance of control of the Association to the individual lot owners ("class B" members) of the Association the Developer ("class A" member) shall be responsible for the management of the Association. Upon conveyance of control over the Association to the "class B" members of the Association the Developer will be relieved of all subsequent responsibilities of the Association. However, the Declaration of Easements, Covenants, Conditions and Restrictions shall provide that after such conveyance to the "class B" members of the Association, the Developer shall have the same

obligations and benefits as the other lot owners for each individual lot the Developer continues to own in the subdivision.

4. Within two (2) years after the date of this Agreement, but prior to any Certificate of Occupancy being granted for any home in the development, the Declaration of Easements, Covenants, Conditions and Restrictions governing the development shall be prepared by the Developer and submitted to the Township for final review and approval, which review shall be limited to a determination that they comply with applicable statutes of the State of Michigan and are materially consistent with this Agreement and the Project. Should the Township determine that there are inconsistencies, the Township shall specify the same by notice and promptly deliver such notice to the Developer.

5. Within two (2) years after the date of this Agreement, the Developer shall prepare and submit for applicable reviews and approvals the overall grading and utility plan for the Project and the detailed engineering plan for improvements to the Project.

6. Within four (4) years after the date of this Agreement, and upon receiving approval of all applicable final plans or plats, documentation and improvement plans, the Developer shall commence construction of the Project in accordance with the PRD Plan and such approved plans, documentations and improvement plans and in accordance with all applicable statutes, ordinances, rules and regulations including, but not limited to, the Zoning Ordinance, which are not consistent with this Agreement.

7. Prior to issuance of the final Certificates of Occupancy for homes in the Development the Developer shall construct and install all required common amenities and landscape materials and shall complete the development or preparation of any open space which is required to be developed as part of the Development. In lieu thereof, the Developer may escrow with the Township cash, bond or letter of credit issued by a reputable commercial bonding company or title insurance company licensed in Michigan, in an amount which represents 125% of the estimated cost thereof, as determined by the Developer and approved by the Township; and upon the Developer doing so, the Township shall issue final certificates of occupancy for homes in the Development, provided that the homes are otherwise eligible therefore.

8. The Township shall timely issue, upon payment of the Township's fees, all building and other permits required for the Project and any improvements to be constructed in the Project, which are in compliance with the PRD Plan, this Agreement and all other applicable Township requirements.

9. The Developer and the Township agree to amend this Agreement and Exhibits attached hereto as may be necessary or required to comply with the requirements of any federal, state or county statute, ordinance, rule, regulation, or requirement relating to the Project, and that any such amendment shall be effective as if originally set forth herein. In addition, the Developer and the Township agree to amend this Agreement and the Exhibits

attached hereto as may be appropriate, necessary or required in order to conform to any final surveys and engineering requirements and any final plats or plans which shall have been approved by the Township from time to time.

10. The approval of the PRD Plan and the terms, provisions and conditions of this Agreement are for the benefit of the land and shall run with the land and shall bind and inure to the benefit of the parties to the Agreement and their successors and assigns. Except for the successors and assigns of the parties hereto, no other parties shall have any rights with respect to this Agreement and, without limiting the foregoing, there are and shall be no third party beneficiaries of this Agreement.

11. In the event of a conflict between the provisions of this Agreement and the provisions of the Township's Zoning Ordinance or any other Township ordinance, rule or regulation, the provisions of this Agreement shall control. Any violation of the terms of this Agreement shall be deemed a violation of the Zoning Ordinance and the remedies of the Township for a violation shall be such remedies as are provided by and for a violation of the Zoning Ordinance.

In the event the Developer breaches any material term or condition of this Agreement, the Township may then terminate this Agreement upon thirty (30) days prior written notice; provided that the Developer may cure said breach within this thirty (30) day period unless such breach cannot reasonably be cured within such thirty (30) day period in which event the Developer shall have such further period of time as may be reasonably necessary to cure such default provided that it commences action to cure such default with such thirty (30) day period and thereafter continuously and diligently attempts to cure the same.

The rights and remedies of the parties set forth in this paragraph are in addition to (and not in lieu of) all the rights and remedies which would otherwise be available to them at law or in equity, and all rights and remedies are cumulative, and the exercise by a party of a particular right or remedy upon the party's default shall not preclude the exercise by it of other or additional rights or remedies for the same default or a different default.

12. This Agreement constitutes the entire agreement between the parties relating to the Land and to the development of the Project and may not be modified, replaced or amended without the prior written consent of the Developer and the Township.

In addition to the termination rights set in for in Paragraph 11 above and paragraph 18, the Township may terminate this Agreement upon thirty (30) days prior written notice to the Developer if any of the following occur and are not remedied within such thirty (30) day period:

- a. The Developer fails to act in good faith or fails to make the submissions necessary in order to obtain governmental permits and approvals necessary to the construction of the Project.

B. The Developer (i) fails to commence, continue or complete construction of the Development or any phase thereof in a reasonably diligent manner; (ii) commences construction but the same is interrupted for a continuous period of more than sixty (60) days for a reason other than as set forth in Paragraph 18, or (iii) constructs any substantial portion of the Project in a manner which is not in compliance with approved plans and this Agreement.

13. The signatories to this Agreement represent that they have been duly authorized to execute this Agreement on behalf of the parties hereto.

14. This Agreement shall be governed by the laws of the State of Michigan.

15. The remedies provided for herein are cumulative. The failure of a party to enforce its rights with respect to any breach hereof will not constitute a waiver by that party of its rights with respect to subsequent breaches.

16. Any notices required by the terms of this Agreement shall be in writing and mailed to the other party via U. S. mail addressed to such party at the address set forth at the beginning of this Agreement or to such other address as one party may provide to the other by notice.

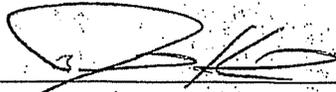
17. Each party is excused from performance of any of the requirements of this Agreement when non-performance is the result of acts of God or other conditions, events or occurrences beyond the control of such party.

18. If the development of the Project is not commenced within four (4) years from the date hereof, then either party may by notice to the other terminate this Agreement without further liability or claims hereunder.

19. The parties agree to execute a short form of this Agreement for recording with the Wayne County Register of Deeds.

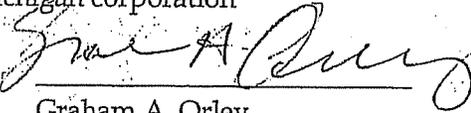
IN WITNESS WHEREOF, this Agreement has been executed by the Township and the Developer, as at the date of this Agreement and shall be effective immediately.

SIGNED IN THE PRESENCE OF:

  
\_\_\_\_\_  
JESSE KRANTZ

Elro Corporation,  
a Michigan corporation

By:

  
\_\_\_\_\_  
Graham A. Orley  
President

Charter Township of Van Buren,  
County of Wayne and State of Michigan  
a Michigan municipal corporation

Susan Ireland  
SUSAN IRELAND

By: Arian C. Ry

Its: Supervisor

Carol E. Towles  
CAROL E. TOWLES

By: Juanita A. Payne

Its: Clerk

**ACKNOWLEDGEMENT**

State of Michigan  
County of Oakland

The foregoing instrument was acknowledged before me March 28, 2007 by Graham A. Orley, President of Elro Corporation, a Michigan corporation, who stated that he was duly authorized to execute the instrument on behalf of said corporation.

My commission expires: July 2, 2013

Stacey A. Provenzano  
Stacey A. Provenzano, Notary Public  
Oakland County, Michigan  
acting in Oakland County, Michigan

Subscribed and sworn before me, this 9th  
day of April, 2007, a Notary Public  
in and for Wayne County,  
Michigan.  
J.P.  
(Signature)  
NOTARY PUBLIC  
My Commission expires 9-28, 2007

STACEY A. PROVENZINO  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Jul 2, 2010  
ACTING IN COUNTY OF OAKLAND

JENNIFER PARKER  
NOTARY PUBLIC WAYNE CO., MI  
MY COMMISSION EXPIRES SEP 23, 2007

February 5, 2015

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

**Subject: VBT-14-027; Bedford Cove Request for PRD Extension; Review #2**

Dear Commissioners:

Elro Corporation is requesting a 5 year extension of its Bedford Cove Planned Residential Development (PRD) approval. Bedford Cove will contain 201 residential units on 94.58 acres located on the south side of Huron River Drive, between Hoeft and Elwell Roads (next to Cobblestone Creek). More than 30 acres or 32% of the site will be open space including a 4 acre park and 17 acre nature preserve. All units are to be detached single family dwellings, with no attached units. The project originally received PRD and Final Preliminary Plat approval in 2007.

As with all PRD's, the Bedford Cove PRD Agreement lays out the responsibilities of the developer and the Township regarding the development. The original Agreement required the developer to commence construction within four years. Because of poor economic conditions, in 2011 the developer requested, and the Township granted a four year extension with a new expiration date of April 9, 2015.

The 2011 – 2015 PRD extension was granted by the Township Board subject to the condition that the applicant would refrain from building on the site for a period of 3 years to allow the housing market to recover and allow for existing approved and in-construction phase developments to be completed. The Township Board also granted a coterminous extension of the final preliminary plat approval, consistent with the Township Attorney's recommendation.

#### **REQUESTED ACTION**

In order to prevent the PRD Agreement from expiring, the developer is requesting a second extension of time for their residential construction to begin, this time for 5 years. They are also requesting a second extension to the Final Preliminary Plat, but the Planning Commission does not have to take action on that portion of the request.

As you can see from its January 26, 2015 letter, the developer believes that the residential housing market has not yet recovered enough to justify beginning construction before the existing Agreement expires. They state that barring some unforeseen change in the economy, Bedford Cove should be under construction in the next several years, but forcing them to begin development immediately will further overload the market and likely delay absorption of homes in other residential subdivisions in the Township as well.

## COMMENTS

1. In January 2011 there were an estimated 791 available buildable lots within Van Buren Township. The applicant's January 26, 2015 letter reports that 30 building permits were issued for construction in four selected Township subdivisions over the period of January 2011 - June 2014. We believe the subdivisions selected are not all a good representation of demand for new homes in Van Buren. Cobblestone Creek has had a recent jump in new home permits; and Country Walk and Victoria Park were severely affected by foreclosure and have legal issues which are being resolved, limiting the possibilities for construction in those developments. In comparison, according to SEMCOG for the 2011 - 2014 time period there were 67 single family home building permits issued in Van Buren, so the applicant's numbers appear to be only a partial count. However, even using SEMCOG's numbers, the Township still has over 700 available buildable lots.
2. Planned Residential Developments (PRDs) are intended to *"encourage the development of land in accordance with its character and adaptability; to conserve natural resources, natural features and energy; encourage innovation in land use planning; provide enhanced housing, employment, shopping, traffic circulation and recreational opportunities for the people of the Township; ensure compatibility of design and use between neighboring properties; encourage development that is consistent with the Master Plan; and promote rural open space development that preserves the Township's rural character and encourages the preservation of agricultural lands."* The applicant states that the requested additional extension of time should have no detrimental effect on the Township or the public since the delay will permit the existing rural character of the land to remain intact.
3. PRD approval is a discretionary action, recommended by the Planning Commission and approved by the Township Board as a special approval use. The reason for a termination date in the PRD Agreement is to allow both parties to evaluate whether the conditions under which the approval was granted are still valid because situations, knowledge, and financial impacts change with time, and also to prevent outdated conditions from being grandfathered beyond a reasonable term. If the Township agrees to amend the PRD Agreement to extend the length of the approval, it is agreeing that the conditions under which the PRD was approved are still valid. The Township zoning ordinance standards for PRDs have not changed since Bedford Cove was originally approved, however in making its recommendation to the Township Board, the Planning Commission should get substantial assurance that the extension is not just a stepping stone to another request for extension in the future. Conditions and surroundings change, and at some point, the approval should expire.
4. Section 7.04 of the Zoning Ordinance specifies eligibility criteria for PRD's. Among the criteria in the Ordinance for a project/site to be eligible for PRD approval are the following:
  - a. *A PRD shall result in a recognizable and substantial benefit to the ultimate users of the PRD and the community.* The Bedford Cove PRD includes a 4 acre private park, 17 acre woodlands preserve, and a 200 foot undeveloped viewshed along Huron River Drive, none of which are required or likely in non-PRD developments. The extension of time will help insure that the subdivision ultimately gets built, consistent with the approved site plan. The applicant states that the extension is being sought "to insure that single family homes are

constructed and sold at an annual rate which justifies the cost of the subdivision improvements.”

- b. *A PRD shall not conflict with the Master Plan.* The Township Master Plan recommendations and the Zoning Ordinance requirements applicable to this site have not changed since the original PRD approval. The site is zoned R-1A and could be developed as ½ acre lots by right, without a PRD.
- c. *A PRD shall not exceed the capacity of existing available public services.* With the market recovering, the applicant is requesting an extension with the intention to start construction over the next 5 years. If he is forced to develop prematurely, there is a high probability that the lots will be vacant, or sparsely developed, with incomplete infrastructure and the attendant public enforcement problems of unfinished subdivisions. As long as the site remains as it exists today, the rural character of the land will limit the need for additional police and fire services.
- d. *A PRD shall not result in an unreasonably negative impact upon surrounding properties.* The housing market and economy has changed since the PRD was approved. At the time the PRD was approved, there seemed to be an unlimited market for small lots. Subsequently the downturn in the housing market severely limited the salability of smaller lots and homes in general, prompting the applicant to seek the 2011 extension. With the market now recovering, the applicant is asking for another extension which will allow it more time to begin construction, while not negatively impacting the construction of homes in other subdivisions already underway. If an extension is not approved, the applicant would likely begin some part of the project such as tree removal, resulting in another incomplete subdivision, which would not be consistent with the public health, safety and welfare.

#### **RECOMMENDATION**

We believe that it is in the best interests of the Township and the public to encourage the completion of existing developments and to not prematurely force new residential subdivisions that would further tax Township resources and negatively impact the community. Bedford Cove has not begun construction, its approval is about to expire and makes sense in this recovering residential market to first continue to decrease the supply of undeveloped lots in subdivisions already under development. Therefore we recommend that the Planning Commission recommend that the Township Board approve Elro's request to extend the PRD approval for Bedford Cove until April 9, 2020, a period of 5 years.

Respectfully submitted,

**McKENNA ASSOCIATES**



Sara J. Hodges, AICP, IAP2  
Senior Vice President

RECEIVED  
NOV 19 2014

BY: \_\_\_\_\_

Beard J. Youngblood  
Wayne County Register of Deeds  
May 13, 2011 11:07 AM  
Liber 49185 Page 1462-1466  
#2011226544 AMD FEE: \$27.00



**FIRST AMENDMENT TO PLANNED RESIDENTIAL DEVELOPMENT AGREEMENT**

**(BEDFORD COVE SUBDIVISION)**

This First Amendment to Planned Residential Development Agreement (the "Amendment"), is made as of this 9<sup>th</sup> day of April, 2011 (the "Effective Date"), by and between **Elro Corporation**, a Michigan corporation (the "Developer"), whose address is 201 W. Big Beaver Road, Suite 720, Troy, MI 48084, and the **Charter Township of Van Buren**, County of Wayne, State of Michigan, a Michigan municipal corporation (the "Township"), whose address is 46425 Tyler Road, Belleville, MI 48111.

**RECITALS:**

- A. The Township and Developer entered into a Planned Residential Development Agreement dated April 9, 2007 (the "PRD Agreement"), regarding the proposed development of certain property located in the Township, which is more particularly described in Exhibit A hereto. The PRD Agreement set forth the terms and conditions for the future use and development of the property as a single family residential project to be known as the Bedford Cove Subdivision (the "Project"), as set forth in a PRD Plan approved by the Township Board of Trustees on August 16, 2005.
- B. In accordance with the Agreement, the Developer pursued and obtained approval of all applicable final plans and plats, including engineering plans, and obtained other State and local approvals as required by applicable law and regulations.
- C. Paragraph 6 of the Agreement provided that Developer shall commence construction of the Project within four (4) years of the date of the Agreement, or by April 9, 2011.
- D. Despite having completed all engineering and design for the Project and having obtained final preliminary plat approval for the Project, Developer did not commence construction of the Project due to the collapse of the real estate economy in Michigan and elsewhere. Before expiration of the 4-year time period, Developer began discussions with the Township to obtain an extension of the time within which to commence construction of the Project.
- E. The Township has experienced several partially completed subdivisions with incomplete infrastructure and other blighting conditions, including foreclosures of partially

completed developments. The Parties agree it is in their mutual best interest to delay the start of the construction of the Project until such time as the Michigan real estate economy improves and to allow further completion of the existing incomplete developments.

F. The Developer formally petitioned the Township to amend the Agreement to extend the dates for commencing construction of the Project and, as further consideration for the extension, offered to not commence development of the Project under any circumstances for three (3) years. The Township Planning Commission considered the request at its regular meeting held on February 9, 2011, and unanimously recommended to the Township Board of Trustees (the "Board") that the Agreement be amended to provide for a four (4) year extension of the construction start date and that Developer be prohibited from commencing construction for a three (3) year period, as offered by the Developer.

G. The Township Board considered Developer's request for the extension at its regular meeting on April 5, 2011, and adopted a resolution approving the extension and the amendment of the Agreement. The Agreement provides that any amendment thereto must have the written consent of both the Township and Developer.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the adequacy of which is hereby acknowledged, the Developer and Township agree as follows:

1. Paragraph 6 of the Agreement is hereby deleted and replaced with the following:

No later than April 9, 2015, but not before April 9, 2014, and upon receiving approval of all applicable final plans or plats, documentation and improvement plans, the Developer shall commence construction of the Project in accordance with the PRD Plan and such approved plans, documentations and improvement plans and in accordance with all applicable statutes, ordinances, rules and regulations including, but not limited to, the Zoning Ordinance, which are not inconsistent with this Agreement.

2. Paragraph 18 of the Agreement is hereby deleted and replaced with the following:

If the development of the Project is not commenced on or before April 9, 2015, then either party may by written notice to the other terminate this Agreement without further liability or claims hereunder.

3. The Township shall extend from time to time, as requested by the Developer, all site plan, preliminary plat, engineering plans and any other approvals and permits previously given by the Township for the Project (the "Approvals") consistent with the extended construction commencement date and such that the Approvals remain valid and in effect to allow commencement of construction on or before April 9, 2015. The Township will also cooperate and support any request by Developer to similarly extend any permits and approvals for the Project previously given by State and/or County agencies.

4. Notwithstanding the Developer's agreement that it will not commence construction prior to April 9, 2014, the Developer may continue to pursue any further permits or approvals that may be required to develop and construct the Project. The Developer's agreement



CHARTER TOWNSHIP OF VAN BUREN,  
a Michigan municipal corporation

By: *Paul White*  
Paul White

Its: Supervisor

And  
By: *Leon Wright*  
Leon Wright

Its: Clerk

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF WAYNE     )

The foregoing was acknowledged before me this 28<sup>th</sup> day of April, 2011, by Paul White and Leon Wright, the Supervisor and Clerk, respectively, of the CHARTER TOWNSHIP OF VAN BUREN, a Michigan municipal corporation, on behalf of the Township.

*Kathleen Ann Cline*  
Notary Public,  
Wayne County, State of Michigan  
Acting in Wayne County  
My Commission Expires: 10-7-2011

Drafted by and When Recorded, Return to:

Alan M. Greene  
39577 Woodward Avenue, Suite 300  
Bloomfield Hills, MI 48304

KATHLEEN ANN CLINE  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF WAYNE  
MY COMMISSION EXPIRES Oct 7, 2011  
ACTING IN THE COUNTY OF Wayne

BH01\1320215.1  
ID\AMG - 022045/0001

"Exhibit A"

DESCRIPTION

PART OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 29, TOWN 3 SOUTH, RANGE 8 EAST, VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN BEING DESCRIBED AS:

COMMENCING AT THE NORTH QUARTER POST OF SECTION 29, THENCE SOUTH 00 DEGREES 37 MINUTES 02 SECONDS WEST 445.51 FEET ALONG THE NORTH AND SOUTH QUARTER LINE OF SECTION 29 TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 22 MINUTES 58 SECONDS EAST 300.00 FEET; THENCE NORTH 00 DEGREES 37 SECONDS EAST 112.02 FEET TO THE SOUTH LINE OF HURON RIVER DRIVE; THENCE 64 DEGREES 07 MINUTES 14 SECONDS EAST 299.07 FEET AND ALONG A TANGENT CURVE CONCAVE TO THE NORTH, HAVING A CENTRAL OF 08 DEGREES 37 MINUTES 47 SECONDS, A RADIUS OF 1179.30 FEET, AN ARC LENGTH OF 177.62 FEET AND WHOSE CHORD IS SOUTH 68 DEGREES 26 MINUTES 08 SECONDS EAST 177.45 FEET; THENCE SOUTH 00 DEGREES 32 MINUTES 18 SECONDS WEST 1937.25 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 12 SECONDS EAST 295.26 FEET; THENCE NORTH 00 DEGREES 34 MINUTES 49 SECONDS EAST 316.15 FEET; THENCE NORTH 00 DEGREES 14 SECONDS EAST 3.85 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 12 SECONDS EAST 200.00 FEET; THENCE SOUTH 00 DEGREES 31 MINUTES 14 SECONDS WEST 7.63 FEET; THENCE SOUTH 00 DEGREES 34 MINUTES 49 SECONDS WEST 6.22 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 18 SECONDS EAST 21.95 FEET (PREVIOUSLY DESCRIBED AS 16.50 FEET) TO THE WEST LINE OF BRIARWOOD ESTATES AS RECORDED IN LIBER 116 OF PLATS, PAGES 61 THRU 63 INCLUSIVE, WAYNE COUNTY RECORDS; THENCE SOUTH 00 DEGREES 21 MINUTES 53 SECONDS WEST 661.17 FEET ALONG THE WEST LINE OF BRIARWOOD ESTATES TO THE EAST AND WEST QUARTER LINE OF SECTION 29; THENCE NORTH 89 DEGREES 37 MINUTES 12 SECONDS WEST 7.93 FEET ALONG THE EAST AND WEST QUARTER LINE OF SECTION 29; THENCE SOUTH 00 DEGREES 16 MINUTES 39 SECONDS WEST 16.50 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 39 SECONDS WEST 166.85 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 05 SECONDS EAST 402.52 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 05 SECONDS EAST 498.47 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 29; THENCE NORTH 89 DEGREES 30 MINUTES 57 SECONDS WEST 894.19 FEET; ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 29; THENCE NORTH 00 DEGREES 34 MINUTES 12 SECONDS EAST 9.03 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 05 SECONDS WEST 841.62 FEET TO THE NORTH AND SOUTH QUARTER LINE OF SECTION 29; THENCE NORTH 00 DEGREES 58 MINUTES 56 SECONDS EAST 1326.13 FEET ALONG THE NORTH AND SOUTH QUARTER LINE OF SECTION 29 TO THE CENTER POST OF SECTION 29; THENCE CONTINUING ALONG THE NORTH AND SOUTH QUARTER LINE OF SECTION 29, NORTH 00 DEGREES 37 MINUTES 02 SECONDS EAST 2198.26 FEET TO THE POINT OF BEGINNING. CONTAINING 94.58 ACRES, MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS AND RIGHTS OF WAY OF RECORD OR OTHERWISE.

**CHARTER TOWNSHIP OF VAN BUREN  
PLANNING COMMISSION  
February 11, 2015  
MINUTES**

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

**ROLL CALL:**

**Present:** Johnson, Boynton, Kelley, McKenna, Budd and Thompson.

**Excused:** Franzoi.

**Staff:** Secretary Harman.

**Planning Representatives:** McKenna Associate, Sally Hodges.

**Audience:** Four.

**APPROVAL OF AGENDA:**

**Motion McKenna, Johnson second to approve the agenda of February 11, 2015 as presented.  
Motion Carried.**

**APPROVAL OF MINUTES:**

**Motion Budd, McKenna second to approve minutes from January 28, 2015 as presented.  
Motion Carried.**

**PUBLIC HEARING:**

**ITEM # 1**

**CASE# 14-030**

**TITLE:**

**THE APPLICANT, SADEK PROPERTIES, LLC, IS REQUESTING SPECIAL APPROVAL OF A DRIVE-THROUGH RESTAURANT. A DRIVE-THROUGH RESTAURANT IS A SPECIAL LAND USE IN THE C-2 DISTRICT, AND A PROPOSED SPECIAL LAND USE REQUIRES A PUBLIC HEARING. THIS HEARING IS BEING HELD IN ACCORDANCE WITH SECTION 12.03 (PERMITTED USES WITH SPECIAL APPROVAL) OF THE ZONING ORDINANCE.**

**LOCATION:**

**PARCEL TAX ID NUMBER V125-83-064-99-0003-711, ALSO KNOWN AS 10950 BELLEVILLE ROAD, IS THE SUBJECT OF THIS HEARING. THE SITE IS APPROXIMATELY 0.80 ACRES AND IS LOCATED IN THE C-2, EXTENSIVE HIGHWAY BUSINESS ZONING DISTRICT. THIS SITE IS LOCATED AT THE NORTHWEST CORNER OF BELLEVILLE ROAD AND NORTH I-94 SERVICE DRIVE.**

**Motion Johnson, McKenna second to open the public hearing. Motion Carried.**

Chris Sadek of Sadek Properties, LLC gave the presentation. The applicant would like to remove the carwash currently located on the property and modify the property to accommodate a bypass lane for a Dunkin Donuts drive-through.

Director Knowles has reviewed the original plan with the applicant and made corrections to address concerns with the passing lane for the drive-through.

Commissioner Johnson read letter dated 2-11-15 from the owner of Arby's, Mark Martilla. Mr. Martilla expressed concerns with the placement of drive-through speaker, noise and radio frequency. He also suggested adding a fence barrier built between the two properties to reduce noise and visual distraction. Mr. Martilla welcomes the project provided his concerns are met.

The applicant noted the peak flow of business will be at different times for the two restaurant's, he would prefer a landscape barrier versus a fence and is willing to work with the neighboring property owner Mr. Martilla on the noise concerns.

**Motion Budd, Johnson seconded to close the public hearing. Motion Carried.**

**NEW BUSINESS:**

**ITEM # 1**

**CASE# 14-027**

**TITLE:**

**THE APPLICANT, ELRO CORPORATION, IS REQUESTING AN EXTENSION OF THE PLANNED RESIDENTIAL DEVELOPMENT (PRD) AGREEMENT FOR THE BEDFORD COVE SUBDIVISION.**

**LOCATION:**

**SOUTH SIDE OF W. HURON RIVER DRIVE, BETWEEN HOEFT ROAD AND ELWELL ROAD.**

Eric Flynn of Elro Corporation gave the presentation. The PRD Bedford Cove was developed in April of 2007 and provided a 4-year time period. In April of 2011 due to the housing market crash, Elro Corporation entered into an extension agreement that expires on 4-9-15. The applicant is asking for an extension of no more than 5 years to let the undeveloped lots in surrounding development's sell.

Sally Hodges of McKenna Associates presented the PRD extension review letter dated 2-5-15 recommending the Planning Commission recommend the Township Board approve Elro's request to extend the PRD approval for Bedford Cove until April 9, 2020, a period of 5 years.

Commissioners discussed the 5-year period and agreed to the 5-year extension with a progress report provided by Elro Corporation every 2 years.

**Motion Boynton, Johnson second to recommend to the Township Board the request by Elro Corporation for an extension to the PRD agreement of Bedford Cove subdivision for 5 years to include a written report every 2 years along with the recommendations in the McKenna Associates review letter dated 2-5-15. (Letter Attached)**

**Roll Call:**

**Yeas: Boynton, Kelley, McKenna, Budd, Johnson and Thompson.**

**Nays: None.**

**Absent: Franzoi.**

**Motion Carried.**

**GENERAL DISCUSSION:**

**ITEM # 1                    CONSIDER POSSIBLE AMENDMENTS TO SECTION 12.02 OF THE ZONING ORDINANCE TO PERMIT OUTDOOR DINING AND TABLE SERVICE IN THE C-1 DISTRICT.**

Sally Hodges of McKenna Associates presented the revised outdoor dining amendments letter dated 2-4-15. Commissioners discussed the changes made and found the information complete and ready to schedule a public hearing.

**Motion Boynton, Kelley second to schedule a public hearing for revised outdoor dining amendments on March 11, 2015. Motion Carried.**

**Motion McKenna, Budd second to adjourn at 8:10 p.m. Motion Carried.**

Respectfully submitted,

Christina Harman  
Recording Secretary

# Charter Township of Van Buren

## REQUEST FOR BOARD ACTION

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

**WORK STUDY MEETING DATE: 3/2/15**

**BOARD MEETING DATE: 3/17/15**

Consent Agenda \_\_\_\_\_

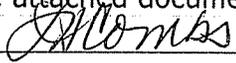
New Business **X** \_\_\_\_\_

Unfinished Business \_\_\_\_\_

Public Hearing \_\_\_\_\_

<b>ITEM (SUBJECT)</b>	Denton Partners, LLC Rezoning C Local Business to C-1 General Business
<b>DEPARTMENT</b>	Planning
<b>PRESENTER</b>	Jack Knowles, Director of Planning and Economic Development
<b>PHONE NUMBER</b>	(734) 699-9288
<b>INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)</b>	Thom D. Um, Boss Engineering

### Agenda topic

<b>ACTION REQUESTED</b>	Consider First Reading of Ordinance 03-17-15 to Amend the Township Zoning Ordinance by rezoning approximately 1.99 acres of land (Parcels V125-83-018-02-0134-006, -007, -008, -009, and -010) located on the northeast corner of Michigan Ave. and Denton Road from C (Local Business) to C-1 (General Business)
<b>BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)</b>	The applicant, Denton Partners, LLC, has requested rezoning of the above five (5) parcels on the northeast corner of Michigan Ave. and Denton Road from C to C-1. The land requested for rezoning currently contains a run-down commercial building, and the applicants propose a new gas station with a convenience store and a drive-through restaurant. Gas stations and convenience stores are permitted uses in the C-1 district and drive-through restaurants are special land uses in the C-1 district. The rezoning is consistent with the Township's Master Plan. The Planning Commission held a public hearing on January 14, 2015 and, at its January 28, 2015 meeting unanimously voted to recommend that the Board of Trustees approve the requested rezoning.
<b>BUDGET IMPLICATION</b>	None
<b>IMPLEMENTATION NEXT STEP</b>	If the First Reading is approved, the Request would go to Second Reading on April 7, 2015 for approval.
<b>DEPARTMENT RECOMMENDATION</b>	Approval
<b>COMMITTEE/COMMISSION RECOMMENDATION</b>	Approval
<b>ATTORNEY RECOMMENDATION</b>	N/A (May be subject to Attorney/Client Privilege and not available under FOIA)
<b>ADDITIONAL REMARKS</b>	See attached documentation for additional information.
<b>APPROVAL OF SUPERVISOR</b>	

**CHARTER TOWNSHIP OF VAN BUREN  
PLANNING COMMISSION  
January 28, 2015  
MINUTES**

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

**ROLL CALL:**

**Present:** Franzoi, Johnson, Boynton, Kelley, McKenna, Budd and Thompson.

**Excused:** Director Knowles.

**Staff:** Secretary Harman.

**Planning Representatives:** McKenna Associate, Patrick Sloan.

**Audience:** Two.

**APPROVAL OF AGENDA:**

Motion Boynton, McKenna second to approve the agenda of January 28, 2015 as presented.

Motion Carried.

**APPROVAL OF MINUTES:**

Motion Franzoi, Johnson second to approve minutes from January 14, 2015 as presented.

Motion Carried.

**OLD BUSINESS:**

**ITEM # 1**                      **CASE# RZ14-003**

**TITLE:**                      **THE APPLICANT, DENTON PARTNERS, LLC, IS REQUESTING THIS ZONING ACTION. THE APPLICATION IS IN REGARDS TO AMENDING THE CHARTER TOWNSHIP OF VAN BUREN ZONING ORDINANCE 06-02-92, AS AMENDED, BY REZONING THE SUBJECT PROPERTY FROM C (LOCAL BUSINESS) TO C-1 (GENERAL BUSINESS).**

**LOCATION:**                      **PARCEL TAX ID NUMBERS V125-83-018-02-0134-006, -007, -008, -009 AND -010, ALSO KNOWN AS 49230 MICHIGAN AVE. AND 5825 DENTON ROAD, ARE THE SUBJECT OF THIS APPLICATION. THE PARCELS COMBINED MEASURE APPROXIMATELY 1.99 ACRES. THIS PROPERTY IS LOCATED AROUND THE NORTHEAST CORNER OF MICHIGAN AVE. AND DENTON ROAD.**

Tom Demond of Boss Engineering had no new information to present since the public hearing of 1-14-15.

Patrick Sloan of McKenna Associates presented the rezoning review letter dated 1-21-15 recommending the Planning Commission recommend the Township Board of Trustees approve the request to rezone the site from C Local Business to C-1 General Business District.

No comments from Commissioners or the audience.



**CHARTER TOWNSHIP OF VAN BUREN  
WAYNE COUNTY, MICHIGAN  
ORDINANCE 03-17-15**

AN ORDINANCE TO AMEND THE CHARTER TOWNSHIP OF VAN BUREN ZONING ORDINANCE 06-02-92, AS AMENDED, BY AMENDING THE ZONING MAP IN CONNECTION THEREWITH.

**The Charter Township of Van Buren Ordains:**

**SECTION 1. ORDINANCE AMENDMENT.**

The Zoning Map in connection with the Charter Township of Van Buren Zoning Ordinance shall be amended as follows:

**Ordinance No. 03-17-15**

A request to amend the Charter Township of Van Buren Zoning Ordinance 06-02-92, as amended, to amend the zoning map by rezoning parcels V-125-83-018-02-0134-006, -007, -008, -009, and -010 from C (Local Business) to C-1 (General Business).

**Legal Description of Property:**

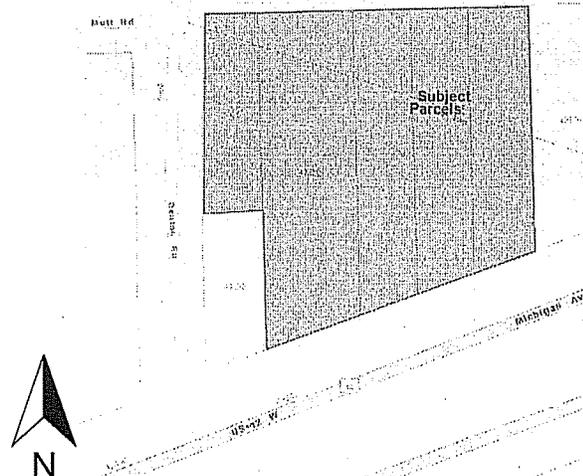
Parcel V-125-83-018-02-0134-006: 05B134A1B North 195.0 Feet of the West 57.02 Feet of Lot 134 Supervisors Van Buren Plat No. 3 T3S R8E L67 P52 WCR.

Parcel V-125-83-018-02-0134-007: 05B134A2 134B East 95.32 Feet of the West 152.34 Feet of Lot 134 Supervisors Van Buren Plat No. 3 T3S R8E L67 P52 WCR.

Parcel V-125-83-018-02-0134-008: 05B134C East 57.69 Feet of the West 210.03 Feet of Lot 134 Supervisors Van Buren Plat No. 3 T3S R8E L67 P52 WCR.

Parcel V-125-83-018-02-0134-009: 05B134D East 57.69 Feet of the West 267.72 Feet of Lot 134 Supervisors Van Buren Plat No. 3 T3S R8E L67 P52 WCR.

Parcel V-125-83-018-02-0134-010: 05B134E1 East 57.69 Feet of the West 325.41 Feet of Lot 134 Supervisors Van Buren Plat No. 3 T3S R8E L67 P52 WCR.



This property is located on the northeast corner of Michigan Ave. and Denton Road.

**SECTION 2. SEVERABILITY**

In the event any article, section, paragraph, sentence, clause, or word of this ordinance is deemed invalid or unconstitutional by any court of competent jurisdiction, such portion deemed severable and shall not affect the validity of the remaining portions of this ordinance.

**SECTION 3. REPEALER.**

Any and all ordinances or parts of ordinances in conflict herewith are repealed only to the extent necessary to give this ordinance full force and effect.

**SECTION 4. EFFECTIVE DATE.**

The provisions of this Ordinance are hereby ordered to take effect eight (8) days after publication of the notice of adoption in a newspaper of general circulation within the Township.

This Ordinance is hereby declared to have been adopted by the Board of Trustees of the Charter Township of Van Buren, County of Wayne, State of Michigan, at a Regular Meeting, called and held on the \_\_\_ day of \_\_\_\_\_, 2015.

YEAS:

NAYS:

ABSENT:

ABSTAINED:

This Ordinance shall be immediately recorded by the Township Clerk in the Township Ordinance Book as soon as it is adopted, which record shall be authenticated by the signatures of the Supervisor and Clerk and shall be published in a newspaper of general circulation in the Township within fifteen (15) days of passage.

I hereby approve the foregoing Ordinance,

\_\_\_\_\_  
Leon Wright, Clerk

\_\_\_\_\_  
Linda Combs, Supervisor

Published:

Adopted:

Effective:

January 21, 2015

Planning Commission  
 Charter Township of Van Buren  
 48425 Tyler Road  
 Belleville, MI 48111

**Subject: Case # VBT-RZ 14-003; Parcel V125-83-018-02-0134-006, -007, -008, -009 and -010; 49230 Michigan Avenue and 5825 Denton Road; Rezoning Review #1**

Dear Commissioners:

The applicant has requested rezoning of 1.99 acres of land from C, Local Business to C-1, General Business. The site is located on the north east corner of Michigan Avenue and Denton Road. The applicant proposes a new gas station with convenience store and a drive-through restaurant on the parcel. Our comments follow.

**COMMENTS**

- Existing Conditions.** The site is located along the northern border of the Township and abuts Canton Township to the north. The surroundings are summarized below:

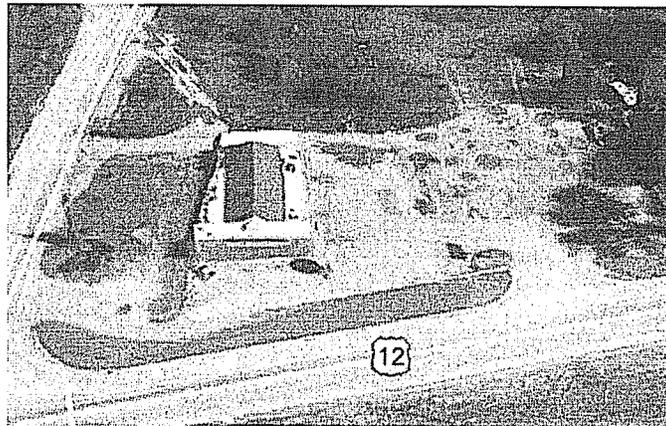
Location	Existing Land Use	Master Plan	Existing Zoning
Site	Vacant Building and vacant land	General Commercial	C (Local Business)
North (Canton Township)	Vacant/church/single family residential	Medium Low Density Residential (3 du/ac)	R-1 (Single Family Residential)
East	Vacant	General Commercial	C (Local Business)
South (across MI Ave.)	Single family residential and church	Low Density Single Family B (15,000 sq. ft.)	R-1C (Single Family Residential)
West	Vacant	General Commercial	C (Local Business)- only 1 small narrow parcel; west of that is zoned C-2 Extensive Highway Business

The parcels to the east and west of the site are vacant. To the north, the parcels in Canton Township are larger and used for a church and single family residential. The site is currently occupied by a run-down commercial building.

- Zoning Ordinance.** Permitted uses in the site's existing C District and the proposed C-1 District are as follows:

- a. Existing C Zoning. The principal permitted uses in the existing C District include the following: laundromats and other types of clothing facilities; service establishments such as tailor, baker, upholsterer, decorator etc.; office uses; medical and dental offices; restaurants; beauty and barber shops; retail stores; drug stores; private indoor schools for arts and crafts; retail plumbing shop with no outdoor storage; and adult day care centers. By special approval, child care centers; public owned buildings/utilities; greenhouses with nurseries; and other uses consistent with those allowed in this district.
- b. Proposed C-1 Zoning District. The C-1 zoning district permits all uses in the C district and the following additional principal permitted uses, including but not limited to: auto, motorcycle and boat showrooms; bus stations; floor covering stores; catering establishments; clothing rental; department stores; eating and drinking establishments with or without entertainment without drive-in; contractor's establishments excluding outside storage yards; furniture stores; hotels and motels; medical labs; mortuary; moving or storage offices; office/business machine rental offices; printing establishments; private clubs; theaters and dance halls; wedding chapels and banquet halls; animal clinics; gas stations etc. By special approval, car wash establishments; bowling alleys and similar uses; drive-in/drive-through restaurants; service stations and commercial garages; open air businesses; planned shopping centers; wholesale stores, warehouses, distributing plants; self-storage facilities RV storage yard; outside storage of building and contracting equipment and supplies; auto rental and leasing etc. storage yards for construction; drive-in theaters; mining; air freight; and junk yards may be permitted.

The site is too small to accommodate most of the more intensive uses permitted in the C-1 District such as storage yards, banquet halls, distributing plants, self-storage facilities etc. The small size and lack of room to expand to the west and south because of existing roadways and north because of different development patterns planned by the adjacent jurisdiction (Canton Township) limits the site to a handful of uses that could be accommodated in compliance with Ordinance standards and meeting the requirements of parking, landscaping, screening etc.



3. **Master Plan Compliance.** The Master Plan designates this property as General Commercial. The General Commercial master plan category is intended to be implemented with the C-1 zoning district, provided adequate measures are taken to provide for visual and noise separation between the commercial uses along major corridors and the residential neighborhoods abutting it. Therefore the rezoning request is consistent with the Master Plan.
4. **Pattern of Development.** The surrounding land is mostly vacant. The parcels to the east and west are undeveloped, there is an existing church and scattered single family dwellings to the north (in Canton), and a single family dwelling and a church to the south and southwest. The site's location just east of the Michigan Avenue Business Route fork makes it prime for commercial development. With adequate consideration for screening, landscaping, and access management to mitigate any possible negative effects, C-1 development can be appropriate for the site.
5. **Access and Traffic.** The site fronts on Michigan Avenue, which is a boulevarded State trunk line with a right-of-way width of 204 feet. The site has secondary access onto Denton Road, a local road. The use of the site for C-1 purposes is not anticipated to generate more traffic than appropriate for Michigan Avenue. Issues related to traffic on site, circulation patterns, ingress and egress will be reviewed in detail with the site plan submission.

#### RECOMMENDATION

We recommend that the Planning Commission recommend that the Township Board of Trustees approve the request to rezone the site from C Local Business to C-1 General Business District for the following reasons:

1. The requested C-1 zoning district is consistent with the Master Plan Future Land Use Map and recommendations for General Commercial uses.
2. Rezoning the parcel to C-1 designation will allow for a consistent development pattern along M-12 as envisioned in the Master Plan.
3. The site has frontage on Michigan Avenue which is a State trunk line and is located just east of the business route fork, and therefore, capable of supporting the traffic from C-1 uses.
4. C-1 uses on the site will not place an additional burden on the available infrastructure or municipal facilities.

Respectfully submitted,

**McKENNA ASSOCIATES, INCORPORATED**



Sara J. Hodges, AICP, IAP2  
Senior Vice President

**CHARTER TOWNSHIP OF VAN BUREN  
PLANNING COMMISSION  
January 14, 2015  
MINUTES**

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

**ROLL CALL:**

**Present:** Franzoi, Johnson, Boynton, McKenna, Budd and Thompson.

**Excused:** Kelley.

**Staff:** Director Knowles and Secretary Harman.

**Planning Representatives:** McKenna Associate, Sally Hodges and WadeTrim Associate, David Nummer.

**Audience:** Eight.

**APPROVAL OF AGENDA:**

Motion Budd, Boynton second to approve the agenda of January 14, 2015 as presented with the addition under correspondence of the Planning Commission's recommendation of Commissioner McKenna for the BZA and correction of Belleville Development in item #2 under Public Hearing. Motion Carried.

**APPROVAL OF MINUTES:**

Motion McKenna, Boynton second to approve minutes from December 10, 2014 as presented. Motion Carried.

**CORRESPONDENCE:**

Planning Commission recommendation to reappoint Commissioner McKenna to the Board of Zoning Appeals (BZA).

Motion Boynton, Johnson second to recommend the Township Board reappoint Robert McKenna to the Board of Zoning Appeals (BZA).

**Roll Call:**

**Yeas:** McKenna, Budd, Boynton, Johnson, Franzoi and Thompson.

**Nays:** None.

**Absent:** Kelley.

Motion Carried.

**PUBLIC HEARING:**

**ITEM # 1**

**CASE# RZ14-003**

**TITLE:**

**THE APPLICANT, DENTON PARTNERS, LLC, IS REQUESTING THIS REZONING ACTION. THE PUBLIC HEARING IS IN REGARDS TO AMENDING THE CHARTER TOWNSHIP OF VAN BUREN ZONING ORDINANCE 06-02-92, AS AMENDED, ZONING MAP BY REZONING THE SUBJECT PROPERTY FROM C (LOCAL BUSINESS) TO C-1 (GENERAL BUSINESS).**

**LOCATION:** PARCEL TAX ID NUMBERS V125-83-018-02-0134-006, -007, -008, -009 AND -010, ALSO KNOWN AS 49230 MICHIGAN AVE. AND 5825 DENTON ROAD, ARE THE SUBJECT PARCELS OF THIS HEARING. THE SUBJECT PARCELS COMBINED MEASURE APPROXIMATELY 1.99 ACRES. THIS PROPERTY IS LOCATED AROUND THE NORTHEAST CORNER OF MICHIGAN AVE. AND DENTON ROAD.

**Motion Franzoi, Budd second to open the public hearing. Motion Carried.**

Tom Demond of Boss Engineering gave the presentation. The applicant is requesting to rezone from C (local business) to C-1 (general business) to tear down the old Willow Run Market and construct a fuel station with a convenience store and drive-through restaurant to be accessible from Michigan Avenue and Denton Road. The layout has been discussed with Township Planning staff and is consistent with zoning in the area.

**Motion Budd, Franzoi second to close the public hearing. Motion Carried.**

**ITEM # 2** CASE# 14-019  
**TITLE:** THE APPLICANT, BELLEVIEW DEVELOPMENT, LLC, IS REQUESTING APPROVAL OF A DRIVE-THROUGH RESTAURANT. A DRIVE-THROUGH RESTAURANT IS A SPECIAL LAND USE IN THE C-1 DISTRICT, AND A PROPOSED SPECIAL LAND USE REQUIRES A PUBLIC HEARING. THIS HEARING IS BEING HELD IN ACCORDANCE WITH SECTION 12.03 (PERMITTED USES WITH SPECIAL APPROVAL) OF THE ZONING ORDINANCE.

**LOCATION:** PARCEL TAX ID NUMBER V125-83-059-01-0013-000, ALSO KNOWN AS 10705 BELLEVILLE ROAD, AND THE NORTHERLY HALF (APPROXIMATELY 33 FEET) OF THE PARCEL TO THE SOUTH, ARE THE SUBJECT OF THIS HEARING. THE SITE IS APPROXIMATELY 1.98 ACRES AND IS LOCATED IN THE C-1, GENERAL BUSINESS ZONING DISTRICT. THIS SITE IS LOCATED ON THE EAST SIDE OF BELLEVILLE ROAD, NORTH OF THE I-94 SERVICE DRIVE.

**Motion Boynton, Johnson second to open the public hearing. Motion Carried.**

Tom Demond of Boss Engineering and Steve Alexander of Juniper Development gave the presentation. The applicant is proposing to remove the existing building and create a commercial multi tenant building with three tenants, two being restaurants and a commercial component in the center. Four connectors to the property are proposed with a current connection to CVS to the south, current connection to the retail center to the north and two connections out to Belleville Road. The addition of the second drive on Belleville Road is for better circulation and would be an exit only, right turn only from the property. The applicant also proposes three outdoor spaces with seating and underground stormwater detention. Special use approval is needed for the drive-through at the north end of the building. The applicant will maintain the screening wall and add a landscape buffer.

**Motion Johnson, Boynton second to close the public hearing. Motion Carried.**

**OLD BUSINESS:**

**ITEM # 1**

**CASE# 14-019**

**TITLE:**

**THE APPLICANT, BELLEVILLE DEVELOPMENT, LLC, IS REQUESTING SPECIAL APPROVAL OF A DRIVE-THROUGH RESTAURANT AND PRELIMINARY SITE PLAN APPROVAL FOR DEVELOPMENT OF A COMMERCIAL BUILDING. A DRIVE-THROUGH RESTAURANT IS A SPECIAL LAND USE IN THE C-1 DISTRICT.**

**LOCATION:**

**PARCEL TAX ID NUMBER V125-83-059-01-0013-000, ALSO KNOWN AS 10705 BELLEVILLE ROAD, AND THE NORTHERLY HALF (APPROXIMATELY 33 FEET) OF THE PARCEL TO THE SOUTH. THE SITE IS APPROXIMATELY 1.98 ACRES AND IS LOCATED IN THE C-1, GENERAL BUSINESS ZONING DISTRICT. THIS SITE IS LOCATED ON THE EAST SIDE OF BELLEVILLE ROAD, NORTH OF THE I-94 SERVICE DRIVE.**

Sally Hodges of McKenna Associates presented the special use review letter dated 1-8-15 recommending the Planning Commission recommend special approval to the Township Board, subject to the revision of the site plan to incorporate only one Belleville Road driveway and final site plan approval.

Sally Hodges of McKenna Associates presented the preliminary site review letter dated 1-8-15 recommending the Planning Commission grant preliminary site plan approval subject: only one Belleville Road driveway permitted, Planning Commission approval of: reduced number of parking spaces, reduced number of drive-through stacking spaces, building elevations, façade materials, corrections/changes added to final site plan, cross access easement documents submitted for township review and approval.

David Nummer of WadeTrim presented preliminary site review letter dated 1-8-15 recommending approval subject to the developer constructing boulevard entrance as the only entrance onto the property from Belleville Road.

Commissioners discussed the drives on Belleville Road, reduced number of parking spaces, reduced number of stacking spaces, elevation and exterior façade materials, roof top screening, screening wall, storm water drainage, noise at the site, signage, landscape and outdoor seating area.

**Motion Boynton, Johnson second to grant preliminary site plan approval for development of a commercial building subject to conditions in the McKenna Associates review letter dated 1-8-15, the WadeTrim review letter dated 1-8-15 and the Planning Commissions approval of the reduced number of parking spaces, reduced number of drive-through stacking spaces, building elevations and façade materials and colors. Motion Carried. (Letters attached)**

**Motion McKenna, Budd second to recommend to the Township Board special use approval for the site revision subject to conditions in the McKenna Associates review letter dated 1-8-15 to revise the site plan to incorporate only one drive and subject to final site approval.**

**Roll Call:**

**Yeas: Johnson, Boynton, McKenna, Budd, Franzoi and Thompson.**

**Nays: None.**

**Absent: Kelley.**

**Motion Carried.**

**ITEM # 2**

**CASE# 14-024**

**TITLE:**

**THE APPLICANT, ALLEN EDWIN HOMES IS REQUESTING AN AMENDMENT APPROVAL TO THE VICTORIA PARK SITE PLAN FOR REVISED SINGLE FAMILY ARCHITECTURAL ELEVATIONS.**

**LOCATION:**

**THE UNFINISHED VICTORIA PARK SUBDIVISION IS THE SUBJECT OF THE REQUEST. THE DEVELOPMENT IS LOCATED ON THE EAST SIDE OF MORTON TAYLOR ROAD AND NORTH OF ECORSE ROAD.**

Jeff Gibbs of Allen Edwin Homes gave the presentation. Mr. Gibbs submitted a package of elevations for approval adding a third elevation that uses stone.

Sally Hodges of McKenna Associates presented review letter dated 1-7-15 recommending the Planning Commission approve the proposed architectural plans. Elevations to be subject to the review and approval of the Township at the time of building permit application to ensure the "substantially different" criteria are met in each case.

Applicant inquired about the submittal of side entry at the time of application.

Commissioners discussed how to keep track of the different home models. Director Knowles and staff will have a plan in place.

**Motion Johnson, Franzoi second to approve the proposed architectural plans subject to Township approval at the time of application for the Victoria Park Subdivision subject to conditions referenced in the McKenna Associates review letter dated 1-7-15. Motion Carried. (Letter attached)**

**NEW BUSINESS:**

**ITEM # 1**

**CONSIDER AMENDMENT TO SECTION 12.02 OF THE ZONING ORDINANCE TO PERMIT OUTDOOR DINING AND TABLE SERVICE IN THE C-1 DISTRICT.**

Sally Hodges of McKenna Associates gave the presentation on amendments to the zoning ordinance for outdoor dining and table service. The amendments would include the sale and service of food outdoors and possibly include beverage service.

Commissioners discussed the area necessary for outdoor table service, barriers for food service areas, food carts, liquor sales, seating, corridor space requirements, landscape requirements, governing of aesthetics, rules and regulations, buffers and noise control.

Hodges will bring revised amendments back to the Planning Commission for review.

**GENERAL DISCUSSION:**

Resident inquired updating the zoning ordinance for LED signs.

Sally Hodges of McKenna Associates gave an update on the progress of the zoning ordinance update.

**Motion McKenna, Boynton second to adjourn at 9:05 p.m. Motion Carried.**

Respectfully submitted,

Christina Harman  
Recording Secretary

# Charter Township of Van Buren

## REQUEST FOR BOARD ACTION

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

**WORK STUDY MEETING DATE: 3/2/15**

**BOARD MEETING DATE: 3/17/15**

Consent Agenda \_\_\_\_\_

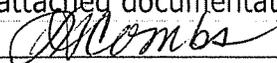
New Business **X** \_\_\_\_\_

Unfinished Business \_\_\_\_\_

Public Hearing \_\_\_\_\_

<b>ITEM (SUBJECT)</b>	Consider Granting Special Land Use Approval to Belleview Development, LLC for a Drive-Through Restaurant at 10705 Belleville Road.
<b>DEPARTMENT</b>	Planning
<b>PRESENTER</b>	Jack Knowles, Director of Planning and Economic Development
<b>PHONE NUMBER</b>	(734) 699-9288
<b>INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)</b>	Tom Demond, Boss Engineering Steve Alexander, Juniper Development

### Agenda topic

<b>ACTION REQUESTED</b>	Approval of request for special use for the establishment of a Drive-Through Restaurant at 10705 Belleville Road in the C-1 Zoning District as Required By Section 12.03 of the Township Zoning Ordinance 06-02-92, as Amended, subject to the condition that the site plan be revised to incorporate only one (1) Belleville Road driveway.
<b>BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)</b>	Belleview Development, LLC proposes a new three-unit commercial building to replace the former Big Boy building on the east side of Belleville Road. The total proposed floor area is 10,052 sq. ft. The site is zoned C-1 (General Business) District. Of the three tenant spaces proposed, two are restaurants and one of them is a drive-through. Drive-through restaurants require special approval in the C-1 District. At its January 14, 2015 meeting, the Planning Commission unanimously voted to recommend that the Board of Trustees grant Special Land Use Approval for this request, subject to the condition that the site plan be revised to incorporate only one (1) Belleville Road driveway. The purpose for this condition is that Section 12.04 of the Zoning Ordinance limits points of ingress and egress to a site to no closer than 500 feet apart and there is not enough frontage on the site for more than 1 driveway. Minutes from the Planning Commission approval are attached, along with the referenced McKenna Associates review letters for Site Plan Review and Special Land Use Review (both letters dated January 8, 2015).
<b>BUDGET IMPLICATION</b>	None
<b>IMPLEMENTATION NEXT STEP</b>	If the Special Land Use is approved, the project returns to the Planning Commission for Final Site Plan Review and Approval.
<b>DEPARTMENT RECOMMENDATION</b>	Approval of Special Land Use permit, subject to final site plan approval and that the site plan be revised to incorporate only one (1) Belleville Road driveway.
<b>COMMITTEE/COMMISSION RECOMMENDATION</b>	Approval of Special Land Use permit, subject to final site plan approval and that the site plan be revised to incorporate only one (1) Belleville Road driveway.
<b>ATTORNEY RECOMMENDATION</b>	N/A
<small>(May be subject to Attorney/Client Privilege and not available under FOIA)</small>	
<b>ADDITIONAL REMARKS</b>	See attached documentation for additional information
<b>APPROVAL OF SUPERVISOR</b>	

**CHARTER TOWNSHIP OF VAN BUREN  
PLANNING COMMISSION  
January 14, 2015  
MINUTES**

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

**ROLL CALL:**

**Present:** Franzoi, Johnson, Boynton, McKenna, Budd and Thompson.

**Excused:** Kelley.

**Staff:** Director Knowles and Secretary Harman.

**Planning Representatives:** McKenna Associate, Sally Hodges and WadeTrim Associate, David Nummer.

**Audience:** Eight.

**APPROVAL OF AGENDA:**

Motion Budd, Boynton second to approve the agenda of January 14, 2015 as presented with the addition under correspondence of the Planning Commission's recommendation of Commissioner McKenna for the BZA and correction of Belleville Development in item #2 under Public Hearing. Motion Carried.

**APPROVAL OF MINUTES:**

Motion McKenna, Boynton second to approve minutes from December 10, 2014 as presented. Motion Carried.

**CORRESPONDENCE:**

Planning Commission recommendation to reappoint Commissioner McKenna to the Board of Zoning Appeals (BZA).

Motion Boynton, Johnson second to recommend the Township Board reappoint Robert McKenna to the Board of Zoning Appeals (BZA).

**Roll Call:**

**Yeas:** McKenna, Budd, Boynton, Johnson, Franzoi and Thompson.

**Nays:** None.

**Absent:** Kelley.

Motion Carried.

**PUBLIC HEARING:**

**ITEM # 1**

**CASE# RZ14-003**

**TITLE:**

THE APPLICANT, DENTON PARTNERS, LLC, IS REQUESTING THIS REZONING ACTION. THE PUBLIC HEARING IS IN REGARDS TO AMENDING THE CHARTER TOWNSHIP OF VAN BUREN ZONING ORDINANCE 06-02-92, AS AMENDED; ZONING MAP BY REZONING THE SUBJECT PROPERTY FROM C (LOCAL BUSINESS) TO C-1 (GENERAL BUSINESS).

**LOCATION:** PARCEL TAX ID NUMBERS V125-83-018-02-0134-006, -007, -008, -009 AND -010, ALSO KNOWN AS 49230 MICHIGAN AVE. AND 5825 DENTON ROAD, ARE THE SUBJECT PARCELS OF THIS HEARING. THE SUBJECT PARCELS COMBINED MEASURE APPROXIMATELY 1.99 ACRES. THIS PROPERTY IS LOCATED AROUND THE NORTHEAST CORNER OF MICHIGAN AVE. AND DENTON ROAD.

**Motion Franzoi, Budd second to open the public hearing. Motion Carried.**

Tom Demond of Boss Engineering gave the presentation. The applicant is requesting to rezone from C (local business) to C-1 (general business) to tear down the old Willow Run Market and construct a fuel station with a convenience store and drive-through restaurant to be accessible from Michigan Avenue and Denton Road. The layout has been discussed with Township Planning staff and is consistent with zoning in the area.

**Motion Budd, Franzoi second to close the public hearing. Motion Carried.**

**ITEM # 2** CASE# 14-019  
**TITLE:** THE APPLICANT, BELLEVIEW DEVELOPMENT, LLC, IS REQUESTING APPROVAL OF A DRIVE-THROUGH RESTAURANT. A DRIVE-THROUGH RESTAURANT IS A SPECIAL LAND USE IN THE C-1 DISTRICT, AND A PROPOSED SPECIAL LAND USE REQUIRES A PUBLIC HEARING. THIS HEARING IS BEING HELD IN ACCORDANCE WITH SECTION 12.03 (PERMITTED USES WITH SPECIAL APPROVAL) OF THE ZONING ORDINANCE.

**LOCATION:** PARCEL TAX ID NUMBER V125-83-059-01-0013-000, ALSO KNOWN AS 10705 BELLEVILLE ROAD, AND THE NORTHERLY HALF (APPROXIMATELY 33 FEET) OF THE PARCEL TO THE SOUTH, ARE THE SUBJECT OF THIS HEARING. THE SITE IS APPROXIMATELY 1.98 ACRES AND IS LOCATED IN THE C-1, GENERAL BUSINESS ZONING DISTRICT. THIS SITE IS LOCATED ON THE EAST SIDE OF BELLEVILLE ROAD, NORTH OF THE I-94 SERVICE DRIVE.

**Motion Boynton, Johnson second to open the public hearing. Motion Carried.**

Tom Demond of Boss Engineering and Steve Alexander of Juniper Development gave the presentation. The applicant is proposing to remove the existing building and create a commercial multi tenant building with three tenants, two being restaurants and a commercial component in the center. Four connectors to the property are proposed with a current connection to CVS to the south, current connection to the retail center to the north and two connections out to Belleville Road. The addition of the second drive on Belleville Road is for better circulation and would be an exit only, right turn only from the property. The applicant also proposes three outdoor spaces with seating and underground stormwater detention. Special use approval is needed for the drive-through at the north end of the building. The applicant will maintain the screening wall and add a landscape buffer.

**Motion Johnson, Boynton second to close the public hearing. Motion Carried.**

**OLD BUSINESS:**

**ITEM # 1                   CASE# 14-019**

**TITLE:                   THE APPLICANT, BELLEVILLE DEVELOPMENT, LLC, IS REQUESTING SPECIAL APPROVAL OF A DRIVE-THROUGH RESTAURANT AND PRELIMINARY SITE PLAN APPROVAL FOR DEVELOPMENT OF A COMMERCIAL BUILDING. A DRIVE-THROUGH RESTAURANT IS A SPECIAL LAND USE IN THE C-1 DISTRICT.**

**LOCATION:                PARCEL TAX ID NUMBER V125-83-059-01-0013-000, ALSO KNOWN AS 10705 BELLEVILLE ROAD, AND THE NORTHERLY HALF (APPROXIMATELY 33 FEET) OF THE PARCEL TO THE SOUTH. THE SITE IS APPROXIMATELY 1.98 ACRES AND IS LOCATED IN THE C-1, GENERAL BUSINESS ZONING DISTRICT. THIS SITE IS LOCATED ON THE EAST SIDE OF BELLEVILLE ROAD, NORTH OF THE I-94 SERVICE DRIVE.**

Sally Hodges of McKenna Associates presented the special use review letter dated 1-8-15 recommending the Planning Commission recommend special approval to the Township Board, subject to the revision of the site plan to incorporate only one Belleville Road driveway and final site plan approval.

Sally Hodges of McKenna Associates presented the preliminary site review letter dated 1-8-15 recommending the Planning Commission grant preliminary site plan approval subject: only one Belleville Road driveway permitted, Planning Commission approval of: reduced number of parking spaces, reduced number of drive-through stacking spaces, building elevations, façade materials, corrections/changes added to final site plan, cross access easement documents submitted for township review and approval.

David Nummer of WadeTrim presented preliminary site review letter dated 1-8-15 recommending approval subject to the developer constructing boulevard entrance as the only entrance onto the property from Belleville Road.

Commissioners discussed the drives on Belleville Road, reduced number of parking spaces, reduced number of stacking spaces, elevation and exterior façade materials, roof top screening, screening wall, storm water drainage, noise at the site, signage, landscape and outdoor seating area.

**Motion Boynton, Johnson second to grant preliminary site plan approval for development of a commercial building subject to conditions in the McKenna Associates review letter dated 1-8-15, the WadeTrim review letter dated 1-8-15 and the Planning Commissions approval of the reduced number of parking spaces, reduced number of drive-through stacking spaces, building elevations and façade materials and colors. Motion Carried. (Letters attached)**

**Motion McKenna, Budd second to recommend to the Township Board special use approval for the site revision subject to conditions in the McKenna Associates review letter dated 1-8-15 to revise the site plan to incorporate only one drive and subject to final site approval.**

**Roll Call:**

**Yeas: Johnson, Boynton, McKenna, Budd, Franzoi and Thompson.**

**Nays: None.**

**Absent: Kelley.**

**Motion Carried.**

**ITEM # 2                   CASE# 14-024**  
**TITLE:                   THE APPLICANT, ALLEN EDWIN HOMES IS REQUESTING AN AMENDMENT APPROVAL TO THE VICTORIA PARK SITE PLAN FOR REVISED SINGLE FAMILY ARCHITECTURAL ELEVATIONS.**

**LOCATION:               THE UNFINISHED VICTORIA PARK SUBDIVISION IS THE SUBJECT OF THE REQUEST. THE DEVELOPMENT IS LOCATED ON THE EAST SIDE OF MORTON TAYLOR ROAD AND NORTH OF ECORSE ROAD.**

Jeff Gibbs of Allen Edwin Homes gave the presentation. Mr. Gibbs submitted a package of elevations for approval adding a third elevation that uses stone.

Sally Hodges of McKenna Associates presented review letter dated 1-7-15 recommending the Planning Commission approve the proposed architectural plans. Elevations to be subject to the review and approval of the Township at the time of building permit application to ensure the "substantially different" criteria are met in each case.

Applicant inquired about the submittal of side entry at the time of application.

Commissioners discussed how to keep track of the different home models. Director Knowles and staff will have a plan in place.

**Motion Johnson, Franzoi second to approve the proposed architectural plans subject to Township approval at the time of application for the Victoria Park Subdivision subject to conditions referenced in the McKenna Associates review letter dated 1-7-15. Motion Carried. (Letter attached)**

**NEW BUSINESS:**

**ITEM # 1                   CONSIDER AMENDMENT TO SECTION 12.02 OF THE ZONING ORDINANCE TO PERMIT OUTDOOR DINING AND TABLE SERVICE IN THE C-1 DISTRICT.**

Sally Hodges of McKenna Associates gave the presentation on amendments to the zoning ordinance for outdoor dining and table service. The amendments would include the sale and service of food outdoors and possibly include beverage service.

Commissioners discussed the area necessary for outdoor table service, barriers for food service areas, food carts, liquor sales, seating, corridor space requirements, landscape requirements, governing of aesthetics, rules and regulations, buffers and noise control.

Hodges will bring revised amendments back to the Planning Commission for review.

**GENERAL DISCUSSION:**

Resident inquired updating the zoning ordinance for LED signs.

Sally Hodges of McKenna Associates gave an update on the progress of the zoning ordinance update.

**Motion McKenna, Boynton second to adjourn at 9:05 p.m. Motion Carried.**

Respectfully submitted,

Christina Harman  
Recording Secretary

January 8 2015

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

**Subject: VBT-14-009 SPR; Belleville Commercial Development – Former Big Boy Site; Site Plan Review #3; Plans Dated October 23, 2014**

Dear Commissioners:

The applicant proposes a new three unit commercial building to replace the former Big Boy building on Belleville Road. Our comments follow:

- 1. Use.** The proposed building is designed to accommodate a retail store and two restaurants, one of which is a drive-through. The proposed uses are noted on the site plan. The site is zoned C-1 (General Business). Restaurants and retail uses are principal permitted uses while the drive-through is a special land use in the district. Our special approval comments are under separate cover.

Space for tables and outdoor dining is shown in concrete bump outs at the north and south ends of the commercial building. Outdoor dining is not specifically identified as a permitted use in the C-1 District. At this time, the Commission can approve the layout as shown, but outdoor food/beverage service would not be permitted. We have prepared draft ordinance amendments for your consideration that would permit outdoor food/beverage service, and we anticipate that (if satisfactory) those amendments could be approved and in effect before the building would be under construction.

- 2. Circulation.** The Planning Commission's consistent policy has been to not increase the number of driveways at a site when a site is redeveloped, and where possible to reduce the number of curb cuts on Belleville Road using marginal access drives. Many nearby sites have only indirect access to the main road.

As discussed in our special approval review, the existing site has only one driveway. The plan proposes to remove the existing driveway and replace it with two driveways – one near the middle of the site frontage for two-way traffic (main driveway) and one on the north end of the site for one-way out. The applicant has stated that the separate one-way out driveway is required by the potential coffee shop drive-through tenant.

The proposed main driveway aligns with the shopping center driveway across the street. The proposed north driveway does not align with any other existing driveway, and would create a new point for traffic conflicts on Belleville Road. During the public hearing the applicant said the north driveway would be right turn out only; but his letter dated 12/4/14 says the north drive would be for exiting traffic only (which could allow right and left turns). Allowing traffic exiting to turn north and

south will conflict with traffic exiting McDonalds, etc. and heading north on Belleville Road, with no room for stacking in the center lane. *Even limiting the north driveway to right turn out only will cause traffic issues due to the proximity to existing driveways to the north.* In our experience, right turn limited driveways rarely work.

We recommend the applicant consider creating a single boulevard driveway for the site, lining up with the shopping center's boulevard driveway. This design has been successful in other locations. As recommended under special approval, one of the proposed driveways should be eliminated.

Existing cross access drives connect with CVS to the south and to the businesses to the north. These drives allow customers to travel along the corridor and use alternate pathways/exits for better traffic flow. Cross access easement documents must be submitted for Township review and approval prior to final site plan approval. If they are not already, the documents must be signed and recorded prior to permits being issued for the site.

**3. Parking.** The parking requirements are as follows:

Retail establishments: 3,696 sq. ft. usable floor area at 1 space per 200 sq. ft. useable floor area = 18 parking spaces required, *plus*

Standard restaurant, w/o liquor license: 2,280 sq. ft. usable floor area at 14 spaces per 1,000 sq. ft. useable floor area (32 spaces) OR 0.5 spaces per seat (64 seats, 32 spaces), whichever is greater, *plus*

Drive-through restaurant: 1,345 sq. ft. usable floor area at 22 spaces per 1,000 sq. ft. usable floor area = 30 parking spaces,

PLUS 1 space for each employee at the largest shift = 3 parking spaces,

PLUS two spaces for RVs or semi-trucks.

The total parking required for the site is **85 spaces** including two semi-trailer spaces.

83 parking spaces are provided, 2 fewer than required. Also, the spaces labelled as "RV" parking are the same size as standard parking spaces, which is not the intent of the Ordinance requirement. The RV parking spaces must be longer than standard spaces and must be provided on site, perhaps in the double-loaded center row of spaces. That change would reduce the number of spaces on site to 81, a deficiency of 4. The Planning Commission may approve this deviation if the applicant first submits satisfactory justification for the reduced parking count, in writing.

**4. Drive-Through Stacking Spaces.** 15 stacking spaces are required, with five between the ordering station and the pick-up window, and 10 before the ordering station. The site plan shows four spaces between the pick-up window and the ordering station, and six spaces before the ordering station. Additional spaces must be added, unless the applicant provides sufficient written justification and receives Planning Commission approval for the reduction.

**5. Lighting.** A photometric plan has been submitted and complies with Ordinance standards. Manufacturer's cut sheet details for the proposed wall mounted and pole light fixtures must be submitted for review prior to final site plan approval.

**6. Landscaping and Screening.** This site is in the Township's signature Belleville Road corridor and "downtown", planned as a high-image attractive mixed use area. Considerable public and private

investment has been made in streetscape plantings, decorative lighting, amenities and aesthetic improvements, and these characteristics have been successfully mirrored in the newer developments on the corridor. As a result, all sites are strongly encouraged to exceed the Ordinance minimums in landscaping, site design, building appearance, and access/cross access provisions, among others.

- a. The proposed Green Velvet boxwood along Belleville Road is only 18" high. These plants must be increased to the required 30" in height at planting.
  - b. There is an existing 6 foot high masonry wall along the east lot line, adjacent to the residential property, which will remain. A greenbelt of evergreen trees is proposed to improve the buffering of the commercial use from the single family. This interface with single family residential has historically been very sensitive. We believe the southern trees in the row will not survive the wet conditions since this location is shown as a swale/stormwater depression. We recommend that the southern trees be switched to White Cedar, 8 feet tall at planting and spaced a minimum of 10 feet apart in a staggered row. The northern trees in the row should be spaced more closely, at 15 feet on center. The trees will help muffle noise, absorb odors and mitigate other offsite impacts of the new commercial uses.
  - c. We continue to recommend that plantings be added on the island between the drive-through lane and the loading area behind the building. This median could be ornamental grasses.
7. **Amenities.** A paved seating area next to the Belleville Road public sidewalk is proposed to satisfy the amenities requirements of the Ordinance. While the plan notes that two proposed benches will be the DDA-standard design; the trash cans must also conform to DDA's design specifications. Cut sheet details must be included with the site plan.
8. **Elevations.** The site is subject to the architectural design standards of Section 11.05, which sets forth design expectations for buildings in the commercial districts. Architectural elevations noting the colors and façade materials for the proposed building have been submitted. Façade color and material samples must be presented to the Planning Commission for approval.
- a. The proposed building is noted as using C-brick, which is not a true clay brick, and has a red-and-tan palette. True clay brick is recommended for the interest it creates. We encourage the applicant to incorporate additional detail on the building façade, such as a rectangular brick detail on the columns or addition of a contrasting material such as stone for the columns, and creating more difference in height of the end units.
  - b. The means for screening any roof top equipment must be dimensioned and shown on the plan to ensure the equipment is not visible from off-site, including from the residential homes east of the site. We recommend that screening be accomplished via a raised parapet, not individual structures. If there will be no rooftop equipment, the plan must so state.
9. **Signs.**
- a. **Wall Signs:** *3 square feet of wall signage are permitted for every linear feet of building frontage, up to 200 square feet.* The building has 128.16 feet of frontage, so the maximum square footage of wall signs, shared between all tenants, is 200 square feet.

- b. **Total Signage:** The allowable signage for the site is 1 sq. ft. per linear foot of lot frontage, up to 200 linear feet. For every linear foot of lot frontage over 200, 0.25 sq. ft. of signage is permitted. The site's 243.05 frontage feet along Belleville Road translates to a maximum sign area of 210.75 sq. ft. The site plan proposes a 60 sq. ft. monument sign with 4 name panels, which leaves a maximum of 150.75 sq. ft. of permitted wall signage to be split among the three tenants. The building elevations outline possible locations for two wall signs on the Belleville Road façade. The floor plan indicates 3 tenants, the monument sign illustrates 4 signs, and only 2 wall signs are outlined. Please clarify the discrepancies on the site plan and address signage for all three tenants. We recommend that for better legibility, the monument sign face use a single name rather than listing tenants.

## RECOMMENDATION

The issue of the north driveway is significant and for the project to go forward consistent with our special approval recommendation some site redesign will be required. However, the Township's practice has been to transmit an approved preliminary site plan to the Township Board with any special approval recommendation. Therefore, we recommend that the Planning Commission grant preliminary site plan approval subject to the following conditions:

1. Only one Belleville Road driveway shall be permitted. The north driveway shall be removed and the site plan revised accordingly and in compliance with the Ordinance.
2. Planning Commission approval of reducing the number of parking spaces on the site from 85 (including two RV spaces) to 81 (including two redesigned, longer RV spaces). The applicant must submit satisfactory justification for this reduced parking count, in writing, before the Commission makes the determination.
3. Planning Commission approval of reducing the number of drive through stacking spaces from 15 to 10. The applicant must submit satisfactory justification for this reduction, in writing, before the Commission makes the determination.
4. Planning Commission approval of the building elevations, including true brick and additional facade details as described in Comment 8 above. The proposed façade materials and colors must be presented for Commission approval prior to final site plan approval.
5. The following items addressed on the final site plan:
  - a. Designation of 2 larger RV parking spaces, as described in Comment 3. above.
  - b. Manufacturer's cut sheets for the proposed wall mounted and pole light fixtures.
  - c. Compliance with all landscaping requirements, as noted in Comments 6 (a through c) above.
  - d. The trash cans in the public seating area must conform to DDA's standard and cut sheets added to the plan.
  - e. Satisfactory screening of rooftop equipment and details, consistent with Comment 8 above.
  - f. Sign information, as noted in Comment 8, above.

6. Prior to final site plan approval, the cross access easement documents must be submitted for Township review and approval. If they are not already, the documents must be signed and recorded prior to permits being issued for the site.
7. Approval of the Township engineer.
8. Approval of all agencies with jurisdiction.
9. Special approval by the Township Board.

Respectfully submitted,

**McKENNA ASSOCIATES**

A handwritten signature in cursive script, appearing to read "Sara J. Hodges".

Sara J. Hodges, AICP, IAP2  
Senior Vice President

January 8, 2015

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

**Subject: VBT-14-009 SLU; Belleville Commercial Development – Former Big Boy Site; Special Approval Review #1; Plans Dated October 23, 2014**

Dear Commissioners:

The applicant proposes a new three unit commercial building to replace the former Big Boy building on the east side of Belleville Road. The total proposed floor area is 10,052 sq. ft. The site is zoned C-1 (General Business) District. Of the three tenant spaces proposed, two are restaurants and one of them is a drive-through. Drive-through restaurants require special approval in the C-1 District.

**COMMENTS**

Special approval uses must meet both the specific non-discretionary standards of Section 12.03.d. and the discretionary standards listed in Section 18.08.f. of the Ordinance. We have reviewed the proposal and have the following comments based on the requirements of the Zoning Ordinance, observation of the site and surroundings, comments made at the public hearing and accepted principles of good planning and design.

1. **Definition of Use.** The Zoning Ordinance defines the proposed use as a drive-in restaurant because a driveway approach is designed and used to serve patrons remaining in their motor vehicles. The Zoning Ordinance does not define a drive-through restaurant; for purposes of the Ordinance, drive-in and drive-through restaurants are considered the same. Therefore, the requirements for drive-in restaurants are applicable to the current application.
2. **Requirements for Special Approval.** Both the discretionary and non-discretionary standards of the Ordinance are evaluated below.
  - a. **Promotes the use of land in a socially and economically desirable manner for those persons who will use the proposed land or activity; for those landowners and residents who are adjacent; and for the Township as a whole.** The site is located on the east side of Belleville Road, north of the I-94 North Service Rd. The vicinity is characterized by a variety of commercial uses including a CVS pharmacy to the south, personal service and retail uses to the north, a quick oil change shop, a shopping center, Walmart, Tim Horton's, Applebee's, McDonalds and other retail and restaurant uses. Existing drive-through restaurants are on the west side of Belleville Rd. in the C-2 zoning district, however, with proper design a drive-through could be desirable on the east side, consistent with other uses in the vicinity and create economically desirable reinvestment on a vacant commercial property. In general the proposed changes to the site will improve the site's appearance and compliance with the Zoning Ordinance. Landscaping and a screen wall at the rear of the site will provide screening and

buffering for the single family neighbors immediately to the east. However the additional road access (driveway) proposed is likely to create traffic conflicts on the already congested Belleville Road, which is not desirable for the neighboring businesses, adjacent owners, or the Township as a whole.

- b. **Is necessary for the public convenience at that location.** The location near I-94 makes the drive-through restaurant convenient for commuters, Township residents, travelers and other users of the Belleville Road commercial district. The proposed site layout with two driveways instead of the one permitted by Ordinance will likely create unnecessary traffic conflicts, to the detriment of vehicle flow on Belleville Road. A modified site design with a single access drive would provide for drive-through convenience while not creating additional traffic conflict points on traffic-heavy Belleville Road.
- c. **Is compatible with adjacent uses of land.** The C-1 District is a general commercial district, permitting a variety of uses, including sit-down restaurants and drive-through uses by special approval. Landscaping, public amenities, infrastructure and other elements on the applicant's site are being upgraded to comply with the Zoning Ordinance. Evergreen trees are proposed to enhance the existing screen wall along the east property line abutting the R-1B single family residential district and will improve compatibility with those uses.
- d. **Is designed, located, and proposed to be operated so that the public health, safety, and welfare will be protected.** While the use does not pose a hazard to the public health and welfare of Township residents, the proposed addition of a second access drive onto Belleville Road is contrary to public safety. The project's proposed center/main driveway lines up with the driveway to the shopping center across the street; but the proposed north site driveway does not align with any other existing driveway, creating potential for conflicts in turning movements and vehicles merging. The drive-through site is only about 300 feet north of the traffic light at the North Service Road, and the existing cross access connections to CVS (south) and retail site (north) offer options for safely exiting the site.

The applicant's letter dated 12/4/14 states that the north access drive will be restricted to exit only, and at the public hearing he said the drive would be limited to right turns only; however, we believe even a limited function drive with right turns only would cause conflicts with three existing driveways immediately north of the site. It has been our experience in the Township that drivers regularly violate restricted turn movement driveways (like the right-turn-in, right-turn-out driveway at the Murrays' shopping center), with associated hazards. We suggest that an improved solution would be to redesign the proposed main driveway to be larger with an island aligning with the shopping center's driveway. There are many examples of other drive-through restaurant locations similar to that proposed that function well with a single driveway for entry, exit and circulation around the building and site. Aerial photos of several are attached.

- e. **Can be adequately served by public services and facilities without diminishing or adversely affecting public services and facilities to existing land uses in the area.** The site's demand for public services and facilities will not diminish or adversely affect public services to the area.

- f. **Will not cause injury to other property in the neighborhood in which it is to be located.** As discussed in Comment d. above, the addition of the north driveway to the site will likely adversely affect traffic on Belleville Road. Additional traffic conflicts and accidents could detract from the marketability and desirability of other commercial property in the vicinity.
- g. **Considers the natural environment and helps conserve natural resources and energy.** As part of site plan approval, renovations will be required to bring the site into compliance with the landscaping, design, and other standards of the Zoning Ordinance. This will result in additional trees, improved drainage, concealed lighting and other improvements that will conserve resources. No adverse impacts on the environment are anticipated.
- h. **Is within the provisions of uses requiring special approval in the zoning district, is in harmony with the purposes and conforms to the applicable regulations of the zoning district, and meets applicable site design standards for special approval uses.** The Zoning Ordinance Section 12.04 allows the Planning Commission to require marginal access drives and limits points of ingress and egress to a site to no closer than 500 feet apart. The two driveways proposed are only a little over 100 feet apart. The intent of the 500 foot separation requirement is to ensure that vehicles entering and exiting the major thoroughfare have adequate time and room to safely maneuver into moving traffic.

In addition, Section 12.03.d. gives specific standards for drive-in restaurants in the C-1 District. The proposal's compliance with these standards is evaluated below.

1. **Entrances and exits must be 100 feet from the intersection of any two streets.** The nearest driveway to an intersection, the proposed main driveway, is approximately 300 feet from the intersection of Belleville Road and the I-94 N. Service Road.
  2. **Must have direct access to a major thoroughfare.** The site has direct access to Belleville Road, a major thoroughfare.
  3. **No lighting or illuminated display shall reflect onto a residential zone.** While there are residential uses to the east of the drive-through, they are buffered by proposed screen of evergreen trees and screening wall. The site's photometric plan conforms to Ordinance requirements. The lights are concealed source and focused down so as to not reflect into the residential zone to the east. Sound from the drive-through order board will be limited in volume so as to not become a nuisance.
  4. **Consideration must be given to proximity of existing places of congregation of children regarding traffic safety and sanitation.** The site is located in an area of similar intensive commercial uses. Large numbers of children are unlikely to congregate in the area impacted by the drive-through.
- i. **Is related to the valid exercise of the Township's police power and purposes which are affected by the proposed use or activity.** The proposed use can be consistent with the Township's police power, provided that the plans are revised as recommended and appropriate findings are made to support such a decision.

**RECOMMENDATION**

Based on the above, we find that the proposed special approval use will meet the criteria for special approval if the proposed second (north) driveway to Belleville Road is removed. Therefore, we recommend the Planning Commission recommend special approval to the Township Board, subject to the following conditions:

1. Revision of the site plan to incorporate only one Belleville Road driveway, and
2. Final site plan approval.

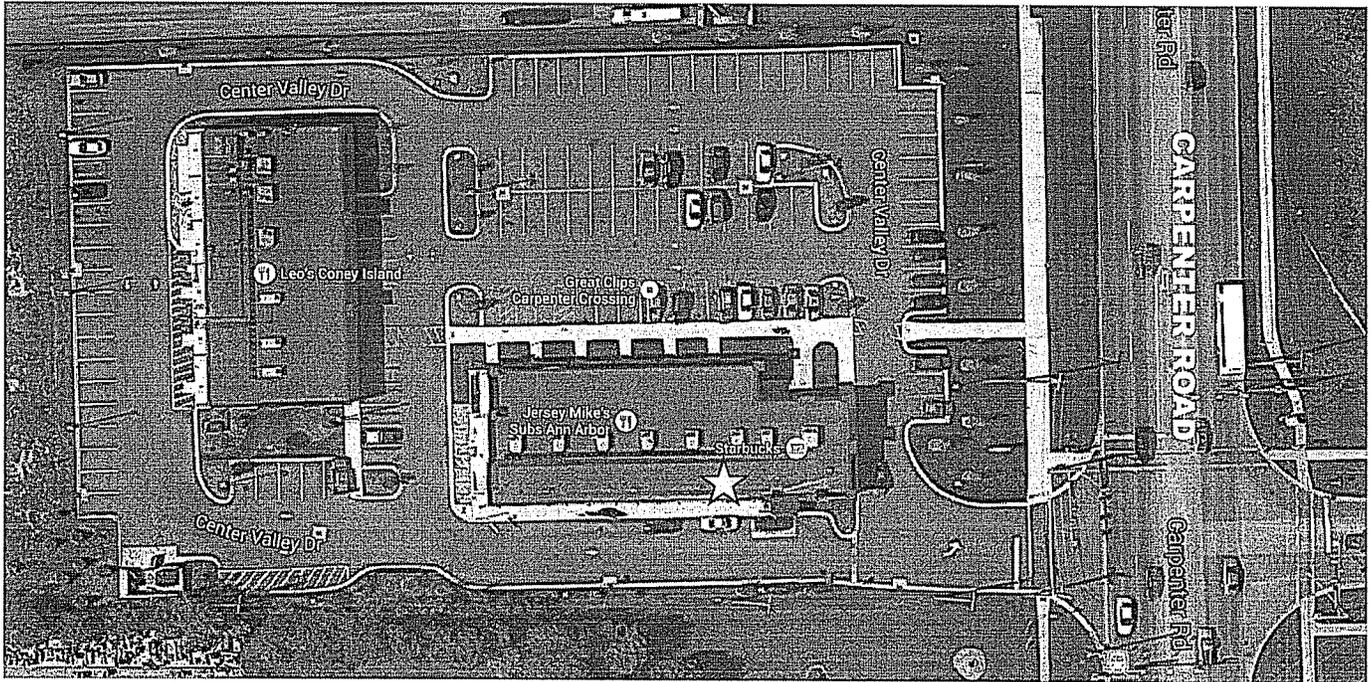
Respectfully submitted,

**McKENNA ASSOCIATES**



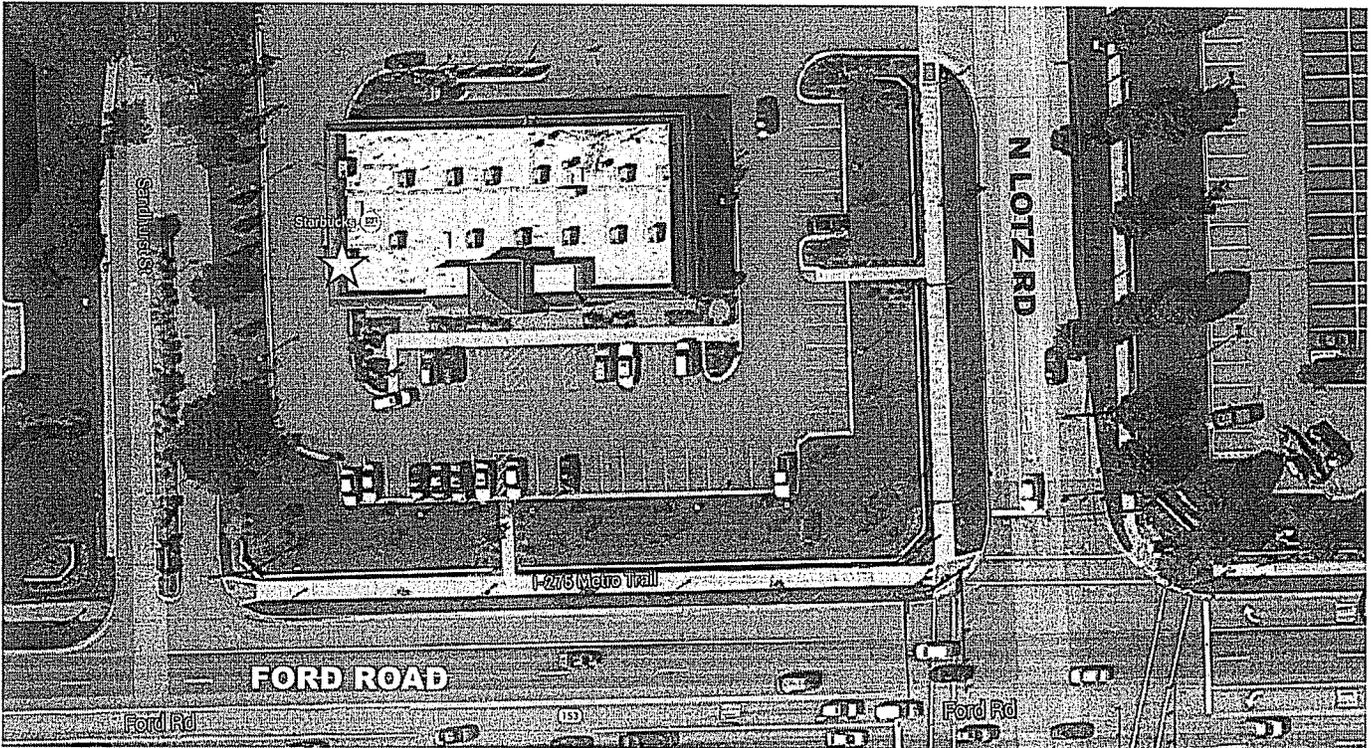
Sara J. Hodges, AICP, IAP2  
Senior Vice President

cc: Stephen Alexander, Juniper Development, 41700 Garden Brook Drive, Ste. 125, Novi, MI 48375



**Starbucks at Carpenter Road · Pittsfield Township**

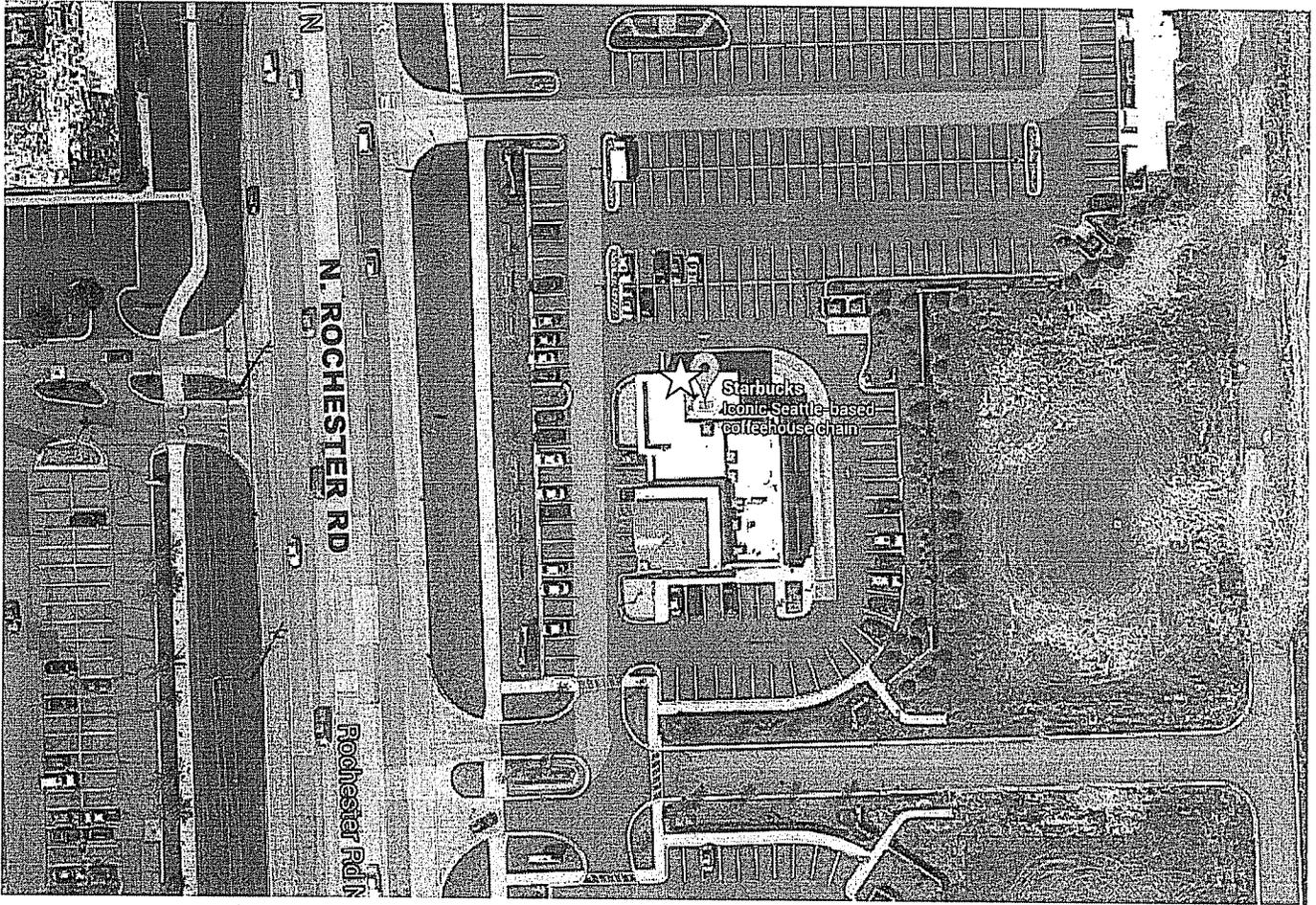
★ = Drive-thru Window



**Starbucks at 39940 Ford Road · Canton, MI**

★ = Drive-thru Window





**Starbucks on Rochester Road - Rochester Hills, MI**

★ = Drive-thru Window



# Charter Township of Van Buren

## REQUEST FOR BOARD ACTION

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

WORK STUDY MEETING DATE:  
2015-03-02

BOARD MEETING DATE:  
2015-03-17

Consent Agenda \_\_\_\_\_

New Business X

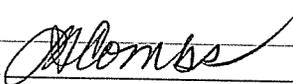
Unfinished Business \_\_\_\_\_

Public Hearing \_\_\_\_\_

ITEM (SUBJECT)	Proposed Maintenance Agreement Resolution
DEPARTMENT	Public Works
PRESENTER	Director James T. Taylor
PHONE NUMBER	734-699-8947
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Patrick McCauley

### Agenda topic

ACTION REQUESTED	
That the Township approve Resolution 2015- <del>06</del> for the Township to approve the Proposed Maintenance Agreement on the Downriver Sewage Disposal System	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	See attachments.

BUDGET IMPLICATION	None
IMPLEMENTATION NEXT STEP	Board to approve resolution
DEPARTMENT RECOMMENDATION	Approve resolution to approve the agreement with Wayne County
COMMITTEE/COMMISSION RECOMMENDATION	JMB of the Downriver System
ATTORNEY RECOMMENDATION	Yes – see attached letter.
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	



## CHARTER TOWNSHIP OF VAN BUREN DEPARTMENT OF PUBLIC SERVICES

---

DATE: February 26, 2015  
TO: Township Board of Trustees  
FROM: James T. Taylor, Director of Public Works  
RE: Request for Board Action

For the Work Study Session of March 2, 2015 I will be presenting a resolution for your approval at the March 17<sup>th</sup> Board meeting. The resolution is to approve the proposed Maintenance Agreement on the Downriver Disposal System. The 13 Downriver Communities met Thursday, February 25<sup>th</sup> to discuss the attached fax from Wayne County CEO Warren Evans, revoking the County Commission approved agreement. We have challenged his authority, believing it to be overstepping the authority of his office. To be direct, we believe he has no authority to veto the Commission's action.

As the DUWA/JMB works to resolve this matter with the Wayne County CEO, it was the recommendation of the downriver communities to move forward with a sense of urgency to position ourselves for potential actions of the County to address their financial crisis at the expense of our wastewater treatment plant and downriver sanitary system. It is believed the approval of this agreement will strengthen our position against any potential attempts to ignore the significant financial investment our communities have made. I have listed below a number of the additional advantages approval of the agreement will provide:

- The new Agreement is a huge improvement over the 1962 Contract that it will replace, because it ensures that the Communities will have a major decision making role through the new JMB;
- The Communities will gain unprecedented access to the County's internal management activity through the hiring of the Community Liaison who will work alongside the County staff both at the wastewater plant and downtown to attend meetings and to observe what is going on;
- New protections are secured for System Revenue to prohibit borrowing by the County, require that System funds be restricted and establish new controls on Chargebacks;
- The new Agreement establishes flexibility for the Tunnel Communities during wet weather periods to allow for substantially increased peak flows over the 1962 Contract limits;

### MISSION STATEMENT

*"The Van Buren Public Services Department is committed to a clean and safe environment, enhanced service delivery to its customers and protection of the significant public investment in the township's buildings and grounds, and water distribution and sanitary collection systems."*



## CHARTER TOWNSHIP OF VAN BUREN DEPARTMENT OF PUBLIC SERVICES

- The new Agreement preserves the Communities' ability to contest ownership if it is decided at some future date that the Communities want to challenge that issue and initiate litigation;
- The newly constituted JMB can, if it so chooses, move forward to implement many of the issues and concerns that were raised by the Communities' Negotiating Team, but which were omitted from the Service Agreement (e.g. establishing performance benchmarks for the System, obtaining insurance coverage, establishing a detailed list of the County's duties and responsibilities for properly operating and maintaining the facilities, etc.);
- Adopting the new Service Agreement avoids the possibility that the County may back away from the JMC and distance itself from collaborative management efforts with the Communities;

Along with this memo, I have provided you with:

1. a copy of the resolution
2. The faxed message from CEO Evans
3. The new service agreement
4. A briefing packet for elected officials and summary of the new agreement
5. Letter from attorney in support of recommended approval.

I had originally intended to present this proposed resolution at the March 16<sup>th</sup> work study, but the urgency expressed by the downriver communities necessitated bringing this to you earlier. Patrick McCauley, who has acted as counsel through this process, will be available for additional questions at the March 16<sup>th</sup> work study.

### MISSION STATEMENT

*"The Van Buren Public Services Department is committed to a clean and safe environment, enhanced service delivery to its customers and protection of the significant public investment in the township's buildings and grounds, and water distribution and sanitary collection systems."*



**Warren C. Evans**  
Wayne County Executive

February 20, 2014

**VIA FIRST CLASS MAIL AND  
VIA FAX**

City of Belleville  
6 Main Street  
Belleville, Michigan 48111  
City Manager Diana Kollmeyer  
Mayor Kerreen Conley  
FAX No: (734) 697-6837

City of Ecorse  
Albert B. Buday Civic Center  
3869 West Jefferson  
Ecorse, Michigan 48229-1798  
Mayor Lamar Tidwell  
Mayor Pro Tem John E. Miller, Jr.  
FAX No: (313) 386-1340

City of Lincoln Park  
1355 Southfield Road  
Lincoln Park, MI 48146  
Mayor Thomas E. Karnes  
**FIRST CLASS MAIL ONLY**

City of River Rouge  
10600 West Jefferson Avenue  
River Rouge, Michigan 48218  
Mayor Greg Joseph  
FAX No: (313) 842-4208

City of Southgate  
14400 Dix Toledo Road  
Southgate, Michigan 48195  
Mayor Joseph G. Kuspa  
FAX No: (734) 246-1414

City of Wyandotte  
3200 Biddle Avenue, Suite 300  
Wyandotte, Michigan 48192  
Mayor Joseph R. Peterson  
Mayor Pro tempore Lawrence S. Stec  
**FIRST CLASS MAIL ONLY**

City of Allen Park  
16850 Southfield Road  
Allen Park, Michigan 48101  
Mayor William B. Matakas  
Emergency Manager Joyce A. Parker  
FAX No: (313) 382-7946

City of Taylor  
23555 Goddard Road  
Taylor, Michigan 48180  
Mayor Rick Sollars  
FAX No: (734) 374-1421

City of Dearborn Heights  
6045 Fenton  
Dearborn Heights, MI 48127-3294  
Mayor Daniel S. Paletko  
FAX No: (313) 791-3491

City of Romulus  
11111 Wayne Road  
Romulus, Michigan 48174  
Mayor LeRoy Burcroff  
Mayor Pro Tem John Barden  
FAX No: (734) 955-4529

EXECUTIVE OFFICE

500 GRISWOLD • DETROIT, MICHIGAN 48226 • (313) 224-0291 • [www.waynecounty.com](http://www.waynecounty.com)

City of Riverview  
14100 Civic Park Drive  
Riverview, Michigan 48193  
Mayor Tim Durand  
FAX No: (734) 282-0948

Van Buren Township  
46425 Tyler Road  
Van Buren Twp, MI 48111  
Attention: Township Supervisor Linda Combs  
FAX No: (734) 699-8952

Charter Township of Brownstown  
21313 Telegraph Road  
Brownstown, Michigan 48183  
Andy Linko, Township Supervisor  
FAX No: (734) 675-2807

Re: Notice of Revocation Regarding the Offer of the Proposed  
Maintenance Agreement on Downriver Sewage Disposal System

ATTENTION:

This letter serves as formal Notice (the "Notice") of Wayne County's revocation of the pending offer outlined in the Downriver Sewage Disposal System Agreement (the "Offer"). Upon review of the terms and conditions listed within the Agreement, it has been determined that Offer does not effectively address the issues required under the Downriver Sewage Disposal System Contract executed by the parties on March 1, 1962. At this time it has been determined that all thirteen communities have not executed this Agreement. The Agreement cannot be invoked without the approval of all communities. Please note that this Notice has immediate effect and that the County's Offer has been revoked.

Officials of the County will schedule a meeting to finalize an agreement that can be presented to their respective legislative and executive branches for approval.

I thank you in advance for your cooperation in this matter.

Sincerely,



Warren C. Evans  
Chief Executive Officer  
Charter County of Wayne

\* \* \* Communication Result Report ( Feb. 27. 2015 11:25AM ) \* \* \*

1) Van Buren twp  
2)

Date/Time: Feb. 27. 2015 11:24AM

File No.	Mode	Destination	Pg(s)	Result	Page Not Sent
1441	Memory TX	713132244882	P. 2	OK	

Reason for error

- m. 1) Hang up or line fail
- m. 2) No answer
- m. 3) Exceeded max. E-mail size
- E. 2) Busy
- E. 4) No facsimile connection



### Facsimile Transmittal

To: WARREN BURNS Fax: 313-224-4882

From: VAN BUREN TWP Date: 2-27-2015

Re: NOTICE OF REVOCATION Pages: 2

CC:

Urgent     For Review     Please Comment     Please Reply     Please Recycle

Water and Sewer  
 Charter Township of Van Buren  
 48425 Tyler Road  
 Van Buren Township, MI 48111-5217  
 Phone: 734-699-8924

Developmental Services  
 Charter Township of Van Buren  
 48425 Tyler Road  
 Van Buren Township, MI 48111-5217  
 PHONE: 734 699-8913



# Charter Township of Van Buren

## BOARD OF TRUSTEES

SUPERVISOR  
Linda H. Combs

CLERK  
Leon Wright

TREASURER  
Sha'ry A. Budd

TRUSTEE  
Phillip C. Hart

TRUSTEE  
Jeffrey L. Jahr

TRUSTEE  
Brenda J. McClanahan

TRUSTEE  
Reggie Miller

DATE: February 26, 2015

RE: Notice of Revocation Regarding the Offer of the Proposed Maintenance Agreement on Downriver Sewage Disposal System ("Notice")

Mr. Evans,

This will acknowledge receipt of your letter of February 20, 2015 and the ineffective notice to revoke the Downriver Sewage Disposal System Agreement ("Agreement") unanimously approved on December 18, 2014 by the Wayne County Commission. The Commission clearly was of a single mind that the Agreement in fact did "effectively address the issues required" under the March 1, 1962 contract. The communities serviced by the Downriver System are in the process of approving the Agreement in reliance upon the action taken by the Commission. Please be advised that we view your notice as an unauthorized, untimely nullity and in violation of several County Charter provisions and ordinances including by way of illustration the following:

Wayne County Charter Section 4.112(a) (2) which provides, "The executive and administrative power of the County is vested in the CEO. The CEO has power and duty to: (2) implement and enforce the laws of this State and County ordinances, resolutions, orders and rules." This section requires the CEO to implement and enforce the County Commission resolution approving the Agreement.

Wayne County Charter Section 4.112(7) – An additional power of the CEO is to "veto any ordinance or resolution having the effect of law, or approving a contract, or any line item in the appropriation ordinance by transmitting to the Commission written certification of the veto and reasons therefor. If the CEO fails to exercise the veto within ten (10) days after the submission of the ordinance or resolution of the CEO, the action of the Commission takes effect." The Commission's action taken on December 18, 2014 was not challenged in any fashion, to our knowledge, until your letter of February 20, 2015 which is well outside the 10-day requirement.

Wayne County Ordinance Section 120-121 (c) provides, "The Commission retains full approval authority for all agreements with other units of government and agreements regarding revenue collection, distribution or expenditures." The Agreement with the communities is an intergovernmental agreement covered by Section (c), the authority to approve which rests solely within the Wayne County Commission. The approval by the Commission on December 18, 2014 binds the County.

In short, Wayne County has taken all steps necessary to approve the Agreement and we further expect the Chief Executive Officer of Wayne County to comply with the County Charter and Ordinances and honor that Agreement.

Respectfully,

Linda Combs, Supervisor

CHARTER TOWNSHIP OF VAN BUREN

RESOLUTION TO APPROVE THE  
DOWNRIVER SEWAGE DISPOSAL SYSTEM  
SERVICE AGREEMENT

RESOLUTION NO. \_\_\_\_\_

---

---

**As contained in the Minutes of the Regular Meeting of the Board of the Charter Township of Van Buren, County of Wayne, Michigan, held in the Charter Township of Van Buren, on the 17<sup>th</sup> day of March, 2015, at 7:00 p.m.**

PRESENT \_\_\_\_\_

ABSENT \_\_\_\_\_

MOVED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

**WHEREAS**, the Downriver Sewage Disposal System (hereinafter referred to as "the System") provides sewage treatment and a conveyance for wastewater generated by this Community and twelve other Communities located in the Charter County of Wayne (hereinafter referred to as "the County"); and

**WHEREAS**, by the Downriver Sewage Disposal System Contract, dated March 1, 1962 (hereinafter referred to as "the 1962 Contract") and entered into under the Authority of Act 185, Public Acts of 1957, as amended, "the System" it was established

and designated as the “Downriver Sewage Disposal District”; and

**WHEREAS**, the parties to the 1962 Contract were the County of Wayne (n/k/a the Charter County of Wayne), the City of Belleville, the City of Ecorse, the City of Lincoln Park, the City of River Rouge, the City of Southgate, the City of Wyandotte, the City of Allen Park, the City of Taylor, the Charter Township of Van Buren, the Charter Township of Brownstown, the City of Dearborn Heights the City of Romulus and the City of Riverview was added by amendment to the 1962 Contract on March 17, 1975; and

**WHEREAS**, the 1962 Contract expired by its terms on March 1, 2012; and

**WHEREAS**, the County, on December 18, 2014, approved a new Downriver Sewage Disposal System Service Agreement (hereinafter referred to as the “Agreement”) under the legal authority of Public Act 185, 1957 and Public Act 8 of the 1967 (see attached); and

**WHEREAS**, the “Agreement” provides for, among its other provisions, a structure of joint management of the System by the County and the participating Communities through the creation of a Joint Management Board; and

**WHEREAS**, the “Agreement” further provides that to become effective, it must be approved by the elected bodies of all thirteen participating communities.

**NOW, THEREFORE, BE IT RESOLVED;**

That the Charter Township of Van Buren hereby approves and adopts the attached  
**DOWNRIVER WASTEWATER TREATMENT SYSTEM SERVICE AGREEMENT,**  
and;

**BE IT FURTHER RESOLVED**, the Clerk and the Supervisor are hereby authorized to execute the "Agreement" on behalf of the Charter Township of Van Buren.

**BE IT FURTHER RESOLVED**, a copy of this Resolution and the executed "Agreement's signature page, shall be filed immediately with the Clerks of each of the other twelve communities and the County of Wayne.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

**CHARTER TOWNSHIP OF VAN BUREN**

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

By \_\_\_\_\_  
Leon Wright, Clerk

I, Leon Wright, Township Clerk of the Charter Township of Van Buren, County of Wayne, Michigan, do hereby certify that the foregoing is a true copy of a Resolution adopted by the Township Board of the Charter Township of Van Buren, at a Regular Meeting on March 17, 2015.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal this \_\_\_\_\_ day of

\_\_\_\_\_, 2015.

---

Leon Wright, Clerk  
Charter Township of Van Buren  
Wayne County, Michigan

**Briefing Paper for Downriver Elected Officials**  
**Re: New Downriver Sewer System Service Agreement**  
January 9, 2015

**Purpose:** This document has been prepared to provide information regarding the Downriver Sewer System Service Agreement that will supersede the 1962 Agreement if approved by all 13 Communities.

**Background:** The Downriver Sewer System serves approximately 350,000 people in 13 Communities (see Service Area Map below). The System is operated and managed by Wayne County, but all of the costs of operating, maintaining and managing the System is borne by the Communities.

Construction of the original System serving 6 Communities began in the late 1930's. Subsequently, the System was expanded to serve the current Service Area (13 Communities). In 1962, the Communities and the County entered into a 50 Year Agreement which established the County's responsibility to run the System and the rights of the Communities to discharge wastewater into the System.

U.S.EPA sued Wayne County and the Downriver Communities in 1987 for violations of the Clean Water Act, and a Consent Judgment was entered in 1994 which mandated the construction of nearly \$300 million in capital improvements. In 2001, the County and the Communities established a "Joint Management Committee" or "JMC" which created a mechanism for Communities to provide advisory input to the County on issues such as rates, capital improvements, chargebacks, etc.

The 1962 Agreement expired on March 1, 2012. Since then, the County has continued to manage the System and the Communities have continued to pay the bills even though the Contract has lapsed.

**New Service Agreement:** Representatives from the Communities and the County began meeting in September, 2010 to try to negotiate a new Service Agreement to replace the 1962 Contract. Those discussions reached an impasse over the Communities' insistence that decision making authority be vested with the Communities, and the County's refusal to accept that arrangement. The impasse was broken in August, 2014 when the County agreed to re-structure the Agreement to allow for shared decision making by a new "Joint Management Board" consisting of representatives from both the County and the Communities. After an intense round of negotiations, a proposed Service Agreement was completed on December 1, 2014. The new Agreement was approved by the County Commission on December 18, but it will only take effect if approved by all 13 Downriver Communities.

A summary of the major elements of the new Service Agreement is included as Attachment 1. A table comparing the new Agreement to the 1962 Contract is included as Attachment 2. From the standpoint of the Downriver Community Negotiating Team, the new Agreement contains most, but not all, of the provisions that were being sought. The new Agreement establishes a new statutory basis for shared County/Community decision making; creates a 9 member Joint Management Board comprised of 4 Community Representatives, 1 County Commissioner from the Service Area, and 4 members appointed by the County Executive; authorizes a new "Community Liaison" hired by the Communities to work alongside the County staff on a day-to-day basis; retains the existing Technical, Financial and Legal Subcommittees; establishes restrictions on managing the System's funds; updates the Chargebacks Policy to cap indirect costs assessed to the System; creates new remedies to deal with unauthorized overloading of the System; and establishes a Dispute Resolution Procedure.



**Downriver Communities Include:** Allen Park\*; Belleville; Brownstown Township\*; Dearborn Heights\*; Ecorse; Lincoln Park; River Rouge; Riverview; Romulus\*; Southgate; Taylor; Van Buren Township\*; Wyandotte.

\*denotes Communities that are *partially* served by the Downriver System

### Attachment 1

#### SUMMARY OF PROPOSED NEW DOWNRIVER SERVICE AGREEMENT

The Major Elements of the December 1, 2014 draft Downriver Service Agreement are as follows:

- a) Establishes Act 8, 1967 as the legal basis to transfer certain responsibilities relating to the management of the System to a new Joint Management Board (JMB);
- b) Creates a 9 member Joint Management Board consisting of 4 County Exec appointees; 1 County Commission appointee (with the proviso this be a Commissioner from the Downriver Service Area); 4 Community appointees. The JMB is authorized to make "final decisions" for the System subject to the constraints of the state and federal law and regulations, the County Charter, and the County Code of Ordinances.
- c) Assigns responsibility to the new JMB for the following 7 items:
  - i. Approval of Operational Budget;
  - ii. Approval of Rates and Charges;
  - iii. Allocation of System Costs and any transfer of Flow Capacity among Communities; iv. Approval of all professional services and construction contracts >\$50,000;
  - v. Approval of all construction change orders > \$50,000;
  - vi. All Capital Improvements, including funding sources, bond sales and debt instruments;
  - vii. Acquisition/Disposition of Real Property.
- d) A "Super Majority" of 6 favorable votes required to approve a contract > \$250,000, new Capital Improvements and their cost allocation.
- e) Preserves the Technical, Finance and Legal Subcommittees as constituted under the JMC.
- f) Creates a new "Community Liason" (CL) position to interface with the County, with the understanding that this will be about a half-time position whose job will include a regular on-site presence in the County office and at the wastewater plant to actively participate in management decisions affecting the System and to obtain/distribute information to the Communities. The CL's cost is to be paid by the Communities with the expectation that a portion of the revenue being collected by the Communities will be used to pay the CL.
- g) Retains Wayne County staff as the primary day to day decision maker to administer the system.

- h) Revises and updates the Chargebacks Policy including re-setting the baseline amount to the average amount billed over the last 5 fiscal years times 1.4 with an annual escalation equal to the CPI + 1%.
- i) Prohibits the County from borrowing of Downriver System funds without the prior approval of the JMB and requires the County to maintain most of the Downriver System cash in a restricted account separate from other funds.
- j) Sets up a process whereby the JMB will develop the Maximum Allowable Dry and Wet Weather Flow Limits within 3 months, and that these Flow Limits then be officially incorporated into the Agreement as an Amendment after ratification by all Communities. In the interim, new Maximum Allowable Flow Limits for Wet and Dry Days as developed by the Technical Committee will be in effect. If an Amendment to the Service Agreement is not adopted, the interim flow limits will remain in place. The proposed flow limits are listed in the table below.
- k) Describes Wayne County's responsibilities to monitor flow contributions and pursue corrective actions in response to exceedances.
- l) Establishes a Dispute Resolution Procedure (which can be invoked by a Community in response to the imposition of sanctions over alleged exceedances of Allowable Flow Limits).
- m) Asserts in the Recitals that the Agreement does not constitute a waiver of or prejudice the respective positions of the parties on the question of ownership of the System.
- n) The term of the Agreement is for 20 years.
- o) To take effect, the new Agreement must be approved by the County Commission and the legislative bodies for each of the 13 member Communities.
- p) The proposed Agreement does not alter the current Purchasing and Procurement procedures in recognition that these are established pursuant to the County Charter and Ordinances. However, the negotiating teams have agreed to collaborate on an effort to carve out the Downriver System as an exception to the routine process and to get those changes adopted by the County Commission.

**Maximum Allowable Flow Limits by Community**

Community	Peak Hourly Flow Rate (MGD)	Peak 96 Hour Volume for 4.42" Design Storm (MG)	Maximum Dry Weather Flow Rate (MGD) <sup>1</sup>
<b>Non-Controlled Flow Communities:</b>			
Allen Park (part)		29.23	1.22
Belleville		4.86	0.79
Brownstown Twp		20.90	2.40
Dearborn Heights		43.76	4.95

<sup>1</sup> Maximum Allowable Dry weather Flow Rates for the Non-Controlled Flow Communities are further limited by Meter District.

Riverview		28.30	1.72
Romulus		88.43	9.28
Southgate (part)		31.24	3.11
Taylor		164.45	13.25
Van Buren Twp		7.04	1.43
<b>SUBTOTAL</b>		<b>418.21</b>	<b>38.15</b>
<b>Controlled Flow Communities:</b>			
Allen Park (part)	11.12		11.12
Ecorse	5.95		5.95
Lincoln Park	18.20		18.20
River Rouge	7.28		7.28
Southgate (part)	4.96		4.96
Wyandotte	15.55		15.55
<b>SUBTOTAL</b>	<b>63.06</b>		<b>63.06</b>

Attachment 2

COMPARISON OF 1962 CONTRACT AND 2014 SERVICE AGREEMENT

ITEM	1962 CONTRACT	2014 SERVICE AGREEMENT
1. System Ownership	Not specified	Not specified
2. Responsibility for managing and operating System	Wayne County	Wayne County
3. Decision making authority over rates and budget, capital improvements, contracts	Wayne County	9 Member Joint Management Board comprised of 4 Community Reps; 1 County Commissioner; 4 County Executive Appointees
4. Financial Controls re: System Revenue	None	No borrowing of System funds without JMB approval; System funds to be held in restricted account
5. Chargebacks for Indirect Costs incurred by the County and assessed to the System	Not discussed	Restricted and capped
6. Establishment of Maximum Allowable Flow contributions by Community	Peak hourly flow limits prescribed based on 146.5 MGD capacity for System	Wet and Dry Day maximums established, with Tunnel Communities allowed to distribute flows over 4 days
7. Ongoing monitoring of flow that is contributed into the System, and remedies for discharges in excess of Contract Capacity	No responsibility to monitor flow contributions and no specific remedies prescribed to pursue corrections	Flow monitoring system mandated along with specific provisions to adopt and implement Corrective Action Programs, if necessary
8. Community involvement in Day-To-Day activities affecting the System	None	Establishes Community Liason to work alongside County staff, and preserves the Technical, Financial and Legal Subcommittees established under the JMC

<p>9. Reporting and Information Exchange on financial and technical matters</p>	<p>No provisions</p>	<p>Requires County to prepare and distribute specific financial and technical reports quarterly</p>
<p>10. Duration</p>	<p>50 Years</p>	<p>20 Years</p>

## RECOMMENDATIONS FROM THE DOWNRIVER COMMUNITIES' NEGOTIATING TEAM

January 9, 2015

This document provides recommendations from the Negotiating Team for consideration by the 13 Downriver Communities as they evaluate the new Service Agreement and decide whether to approve that Agreement so it can be placed into effect. The Negotiating Team consisted of Dearborn Heights Mayor Dan Paletko (Chair), Mayor Joseph Kuspa/Brandon Fournier (Southgate), Todd Drysdale (Wyandotte), Dick Hinshon (technical advisor) and John Day (attorney).

### **Recommendation 1:**

**Approve the new Downriver Service Agreement as adopted by the County Commission on December 18, 2014.**

### **Rationale:**

1. The new Agreement is a huge improvement over the 1962 Contract that it will replace, because it ensures that the Communities will have a major decision making role through the new JMB;
2. The Communities will gain unprecedented access to the County's internal management activity through the hiring of the Community Liaison who will work alongside the County staff both at the wastewater plant and downtown to attend meetings and to observe what is going on;
3. New protections are secured for System Revenue to prohibit borrowing by the County, require that System funds be restricted and establish new controls on Chargebacks;
4. The new Agreement establishes flexibility for the Tunnel Communities during wet weather periods to allow for substantially increased peak flows over the 1962 Contract limits;
5. The new Agreement preserves the Communities' ability to contest ownership if it is decided at some future date that the Communities want to challenge that issue and initiate litigation;
6. The newly constituted JMB can, if it so chooses, move forward to implement many of the issues and concerns that were raised by the Communities' Negotiating Team, but which were omitted from the Service Agreement (e.g. establishing performance benchmarks for the System, obtaining insurance coverage, establishing a detailed list of the County's duties and responsibilities for properly operating and maintaining the facilities, etc.);
7. Adopting the new Service Agreement avoids the possibility that the County may back away from the JMC and distance itself from collaborative management efforts with the Communities;

8. There is very little likelihood that the new incoming County Administration will be inclined to accept additional changes and concessions over and above those already incorporated into the Agreement that was approved on December 18, 2014.

**Recommendation 2:**

**Establish a procedure for selecting the 4 Community Representatives and Alternates to serve on the new JMB.**

Consideration should be given to utilizing the Downriver Utility Wastewater Authority (DUWA) as the body to elect Reps and Alternates, since the DUWA Articles of Incorporation establish a process for weighted votes based on each Community's relative share of the System.

**Recommendation 3:**

**Begin the process of selecting and hiring the new Community Liason and for establishing a mechanism for funding that position.**

A job description will need to be prepared so the position can be posted for prospective applicants. A process for screening and interviewing candidates will need to be established along with procedures for overseeing the work that is performed and processing invoices.

**Recommendation 4:**

**Begin discussions with Wayne County staff to develop a strategy for getting the Downriver System exempted from onerous procedural requirements relating to Purchasing and Procurement.**

Both the Community Negotiating Team and the County Negotiating Team are in agreement that the current purchasing and procurement procedures as set forth in the County Charter and various County Ordinances are not well suited to running a major public utility like the Downriver Sewer System. Both sides will need to collaborate on a plan to re-structure these procedures as they are applied to the System so as to provide greater flexibility and faster decision making.

**DOWNRIVER SEWAGE DISPOSAL SYSTEM  
SERVICE AGREEMENT**

**This Sewage Disposal System Service Agreement** (hereinafter "Agreement") entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the County of Wayne, a Michigan County Corporation (hereinafter referred to as the "County"), and the City of Belleville, City of Ecorse, City of Lincoln Park, City of River Rouge, City of Southgate, City of Wyandotte, City of Allen Park, City of Taylor, City of Dearborn Heights, City of Romulus, City of Riverview, Charter Township of Van Buren, and Charter Township of Brownstown, Michigan municipal corporations (hereinafter referred to as the "Community(ies)") located in Wayne County.

**WITNESSETH**

**WHEREAS**, 1957 PA 185 ("Act 185") authorizes a county to acquire sewage disposal systems as defined within said act and to improve, enlarge, expand, and operate such systems; and

**WHEREAS**, by the terms of Act 185, the County and the Communities are authorized to enter into a contract for the acquisition; improvement, enlargement or extension of a sewage disposal system and for the payment of the cost thereof by the Communities, with interest; and

**WHEREAS**, pursuant to Act 185, the County and the Communities entered into the Downriver Sewage Disposal System Contract dated March 1, 1962 and which expired March 1, 2012 (the "1962 Contract"); and

**WHEREAS**, the parties to the 1962 Contract and subsequent agreements contracted to acquire, expand, construct, finance, and operate the Downriver Sewage Disposal System (hereinafter referred to as the "System" and defined below); and

**WHEREAS**, the System has undergone a major expansion and renovation as a result of U.S. Environmental Protection Agency ("EPA") and Michigan Department of Environmental Quality ("MDEQ") mandates which were set forth in a Consent Decree dated May 24, 1994 in the matter of *USA, et al vs Wayne County Michigan, et al*, Civil Action No. 87-70992, filed in the U.S. District Court – Eastern District of Michigan, Southern Division; and

**WHEREAS**, as a result of said renovation and expansion, the County issued bonds in the aggregate amount of approximately \$285 million pursuant to a Financing Plan and Final Judgment entered in the above referenced matter on March 14, 1994; and the County and the Communities have pledged their full faith and credit in the support and payment of those bonds as provided for in the 1962 Contract; and

**WHEREAS**, the Consent Decree was terminated by Court Order on November 28, 2005; and

**WHEREAS**, the parties have agreed to enter into a new service agreement for the management, operation and, if necessary, the expansion of a System, to transport, treat, and dispose of Wastewater, as set forth below; and

**WHEREAS**, the parties agree that certain responsibilities and functions regarding overall management of the System as specified herein shall be transferred from the County to the County and the Communities pursuant to 1967 PA 8 ("Act 8") and the parties shall establish a "Joint Management Board" (hereinafter referred to as the "JMB" and defined below) to supervise implementation of this Agreement, through which the parties will exercise their shared decision making authority over the specified matters; and

**WHEREAS**, nothing contained in this Agreement shall constitute a waiver of or prejudice the respective positions of the parties on the question of ownership of the System.

**NOW THEREFORE**, in consideration of the mutual covenants, benefits and other consideration set forth below, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties hereby agree as follows:

**Article 1.**  
**Definitions**

1.01 The following words and expressions, or pronouns used in their stead, shall be construed as follows:

"Agreement" means each of the various provisions and parts of this document, including all attached Exhibits and any amendments thereto, as may be executed by the duly authorized representatives of the parties, and approved by each Community and the County.

"Bypass" means the intentional diversion of waste streams from any portion of the sewage collection, transport, or treatment system, except as authorized by the NPDES permit.

"Capital Improvement" means any project with a cost of \$500,000 or more which increases the capacity of the system or a system component, or which extends the useful life of the system or a system component.

"Chargebacks" means those expenditures that have historically been subject to the Chargeback Policy adopted by the Parties by Joint Management Committee resolution dated February 10, 2005. These are expenses charged to the System for services provided by the Department of Public Services and Wayne County's centralized services departments for administering, managing, financing and maintaining the system.

"Chargeback Policy" means the procedures for limiting and constraining the amount of Chargebacks that the County may include in System Costs charged to the Communities established in Section 5.03, incorporated herein as Exhibit A.

"CFS" means a rate of flow equal to cubic feet per second.

"Combined Sewer" means a sewer that is intended to convey both sanitary wastewater and storm water drainage.

"Community" means each of the thirteen (13) municipal corporations that are designated herein as parties to this Contract.

"Community Connection" means the point at the terminus of the Local Sewer System where the Community's pipe connects to the System either directly or via a Drainage District.

"Controlled Flow Communities" means those Communities or portions of Communities whose flow is conveyed through the Riverdrive Interceptor and whose respective Maximum Allowable Wet Weather Flow Limit is established as a specified peak flow rate. The "Controlled Flow Communities" are River Rouge, Ecorse, Lincoln Park, Allen Park (partial), Southgate (partial) and Wyandotte.

"Corrective Action Plan" or "CAP" means a document which identifies the steps needed to be taken by a Community to attain compliance with the Maximum Allowable Flow Limits established in this Agreement and a schedule for completing those steps.

"County" means the Charter County of Wayne.

"County Commission" means the legislative branch of the Wayne County government.

"Design Storm Event" means 4.42 inches of rainfall in 24 hours, used (per requirement of the Michigan Department of Environmental Quality) to design the Downriver Storage and Transport Tunnel, and various improvements to the Treatment Plant, during the period 1995 through 1999, as may be amended.

"Drainage District" means any entity established under Public Act 40, 1956 which includes facilities for the storage, conveyance or treatment of sanitary sewage generated within the Service Area of the System.

"Dry Weather Day" means any day within which no measurable response in flow rate to rainfall or snowmelt is recorded at any of the rain gages used for the System Monitoring Plan within the Service Area, and any day during which a wet weather storage facility is being dewatered. Example: If measurable rainfall for the month of June is recorded on June 5, June 8 and June 14, and there is a measurable response to that rainfall for the following three days, and the Wet Weather Storage Facilities are being dewatered on June 6, June 9 and June 15, the "Dry Weather Days" would be June 1, 2, 3, 4, June 12, June 13, and June 18 – June 30.

"Dry Weather Flow" means the Flow which is contributed on a Dry Weather Day.

"Emergency Operations Plan" means the Tunnel SOP dated July 18, 2003, as may be amended.

"Excess Wet Weather Infiltration and Inflow" means the infiltration and inflow that can economically be eliminated from the System by rehabilitation as determined by a cost effectiveness analysis that compares the cost of correcting and removing the infiltration/inflow to the total cost of transporting and treating the infiltration/inflow.

"Finance/Accounting Subcommittee" means a Subcommittee consisting of representatives of the County and the Communities and any sub-work groups thereunder involved with issues including but not limited to financial reporting, accounting, audit, rates and budgets.

"Flow" means wastewater delivered by a Community from the Community's Service Area to the System. It shall include wastewater from: residences,

businesses, commercial establishments, institutions, industries and Significant Industrial Users; groundwater infiltration in dry weather; and wet weather Infiltration and Inflow.

“Indirect Costs” means expenses charged to the System for services provided by the County other than the direct charges for operating, maintaining, and financing the System. Indirect Costs include charges for administrative, managerial and support staff within the Department of Public Services for employees whose work responsibilities are either not directly or fully related to operation and maintenance of the System. Indirect Costs include outside legal services retained to assist on litigation or other issues related to the System. Indirect Costs also include Chargebacks as set forth in Section 5.03 for allocated costs such as engineering and Corporation Counsel charges.

“Industrial Pretreatment Program” means the program by which discharges from industrial customers are regulated in accordance with the requirements of regulations established by U.S. EPA pursuant to 40 CFR Part 403.

“Infiltration” means any water or groundwater that enters the System or the Local Sewer System through such means as, but not limited to, defective pipes, pipe joints, connections, and manhole walls.

“Inflow” means the storm water that enters the sanitary sewer System through, by way of example, direct connection of downspouts, sump pumps, foundation drains and/or storm sewers.

“Institutions” means any nonprofit or quasi-public users or institutions such as a church, library, public or private school, hospital, or municipally owned or operated building, structure or land used for public purpose as may be defined in the local zoning ordinance.

“Joint Management Board” or “JMB” means the Board formed by the County and the Communities pursuant to MCL 124.535 and described in Article 6 of this Agreement.

“Legal/Policy Subcommittee” means the Subcommittee consisting of representatives from the County and the Communities involved with the review of legal matters relating to the System.

“Local Sewer System” means those wastewater facilities which are connected to the System but which are owned, operated and maintained by a Community or a Drainage District. Local Sewer Systems may include collector sewers, trunk sewers, manholes, junction chambers, regulators, pumping stations, Wet Weather Storage Facilities and other appurtenances.

"Maximum Allowable Flow Limit" means the maximum allowable Flow that a Community may deliver to the System for either Dry Weather Flow, if applicable, and/or Wet Weather Flow, as identified in Exhibits B and/or C, respectively. During the first three (3) months of this Agreement (or until new limits are approved as an Amendment pursuant to Section 3.01 and Section 12.03, if sooner), the Maximum Allowable Flow Limits for each Community shall be those set forth in Exhibit D.

"MDEQ" means the Michigan Department of Environmental Quality, or its successor agency.

"Meter" means a Flow meter.

"MGD" means a rate of Flow equal to million gallons per day.

"Non-Controlled Flow Communities" means those communities or portions of communities whose Flow is not conveyed through the Riverdrive Interceptor and whose Maximum Allowable Wet Weather Flow is established as a specified volume of Flow generated during a Design Storm Event. The "Non-Controlled Flow Communities" are Belleville, Van Buren Township, Romulus, Taylor, Dearborn Heights, Allen Park (partial), Southgate (partial), Brownstown Township and Riverview.

"NPDES Permit" means the National Pollutant Discharge Elimination System Permit issued to the System under Public Law 92-500 as amended (the federal Clean Water Act).

"Notices" means all notices, consents, approvals, requests and other communications required to be given under the terms of this Agreement.

"Operation and Maintenance" or "O & M" means those expenses which are incurred to keep all equipment and processes running properly. O & M includes routine and non-routine repair and replacement of equipment, as well as preventive measures to keep units functioning and avoid breakdowns.

"Overflow" means the Wastewater that is collected in the Local Sewer Systems, but which is discharged to the environment without receiving treatment at the Treatment Plant.

"Sanitary Sewer" means a sewer that is intended to convey sanitary Wastewater and a limited amount of infiltration and inflow, but which is not intended to convey stormwater drainage.

"Services" means the conveyance, storage, and treatment of Flow delivered by the Communities to the System.

"Service Area" means the geographical area as shown on Exhibit E which establishes the area within which Wastewater is generated and can be conveyed through the System for treatment and discharge at and from the Treatment Plant.

"Sewer Use Ordinance" means County Ordinance No. 2010-682 as may be amended, adopted by the County that establishes design standards for sewers and other terms and conditions for the discharge of Wastewater into the System, including the County's Industrial Pretreatment Program.

"Significant Industrial Users" means those all industrial users subject U.S. EPA's Categorical Pretreatment Standards under 40 CFR Part 403 and 40 CFR Chapter I, Subchapter N, as amended, and any other industrial user that is defined as a Significant Industrial User in the Sewer Use Ordinance.

"System" means the Downriver Sewage Disposal System including the Treatment Plant, all interceptors, bypasses, outfalls, Flow metering devices, pump stations, tunnels, sewage treatment systems, and related facilities and equipment used to provide Services.

"System Capacity" means the Flow which can be transported, stored and/or treated by the System.

"System Costs" means all costs and expenses incurred in operating, maintaining, and financing the System. System Costs include, but are not limited to the following:

1. A fund in such amount as shall be determined by the County for the repair, replacement and improvements of the physical assets of the System;
2. All costs necessary to upgrade, alter, modify, expand and improve the System to comply with all applicable federal and state laws, rules and regulations, including Capital Improvements;
3. The direct costs of operating and maintaining the System, the costs of governance and oversight by the JMB pursuant to Article 6 of this Agreement, and other reasonable and necessary costs and expenses relating to the System, including the costs of insurance;
4. Costs of defending and settling/satisfying claims against the County and/or the System related to the System;
5. The County's Indirect Costs incurred in operating, maintaining, and financing the System, certain categories of which are

subject to the Chargeback Policy as set forth in Section 5.03 and Exhibit A; and

6. The cost of financing any System cost and expense, including costs of bonded indebtedness.

“System Monitoring Plan” means a plan, as may be amended, that establishes how Flow into the System from each of the Communities shall be measured. The current plan was adopted on November 8, 2012.

“Technical/Engineering Subcommittee” means the Subcommittee consisting of representatives from the County and the Communities and any sub-work groups thereunder involved with technical issues for the System, including but not limited to items such as operation, maintenance, flow monitoring, and permit compliance.

“Treatment Plant” means the Downriver Wastewater Treatment Facility located at Biddle and Pennsylvania in Wyandotte, Michigan.

“Wastewater” means the combination of the liquid and water-carried wastes from residences, commercial buildings, institutions, industrial plants, and Significant Industrial Users, whether treated or untreated, which are contributed to or permitted to enter the System. Wastewater may also contain Inflow and Infiltration and cooling water.

“Wet Weather Day” means any day that is not a Dry Weather Day.

“Wet Weather Event” means the period of time beginning with a measurable increase above the Dry Weather Flow rate as a result of rainfall or snowmelt, and continuing for 96 hours thereafter.

“Wet Weather Flow” means the Flow contributed over a 96-hour period after the onset of a Wet Weather Event.

“Wet Weather Storage Facilities” means combined sewer overflow retention treatment basins, equalization basins, or other facilities which are used to store and/or treat excess Wet Weather Flows and which may subsequently be dewatered to the System.

“Wet Weather Tunnel” means the 15 million gallon tunnel constructed as part of the 1994 Consent Judgment to provide capacity to store and convey Wet Weather Flows generated in the Non-Controlled Flow communities.

**Article 2.**  
**Delivery of Flow, Operation and Maintenance of  
Local Sanitary Sewers and Connections to System**

- 2.01 Delivery of all Flow from Within the Service Area. Each Community shall deliver to the System all of the Flow generated from the Community's Service Area as depicted in Exhibit E except for the following:
1. Flows approved to be delivered to other Systems as may be authorized pursuant to Section 3.03 of this Agreement;
  2. Bypasses and Overflows;
  3. Wastewater from septic systems and other private on-site sewage disposal systems within the Service Area; and
  4. Direct discharges of wastewater to receiving waters from facilities as authorized by NPDES Permits.
- 2.02 Local Sewer System Operation and Maintenance. Each Community shall, operate and maintain, at its expense, the sanitary sewers and related infrastructure by which Flow is collected and delivered to the System. Each Community shall properly operate and maintain their Local Sewer System including, but not be limited to the removal of excess wet weather infiltration and inflow (I/I).
- 2.03 Compliance with County Rules and Regulations. Each Community shall comply with all permit requirements, rules and regulations applicable to sewer design, construction permits and allowable wastes, including but not limited to the County Sewer Use Ordinance and any other standards adopted by the County.
- 2.04 Local Sewer System Connections to the System. Each Community must deliver all Flow to the System at defined connection points approved by the County. Each Community shall, at its expense, make, operate and maintain all Community Connections to the System, and secure written consent from the County for any new Community Connections, which consent shall not be unreasonably withheld. The Community shall obtain all necessary permits prior to initiating construction of any new Community Connections to the System. Neither the County nor the JMB shall have any responsibility for operating or maintaining any portions of a Local Sewer System.
- 2.05 Acceptance of Flow From Outside the Service Area. The Communities shall not deliver to the System any wastewater originating in any area outside of the specified Service Area without the written consent of the County, which consent shall not be unreasonably withheld. The System shall not be obligated by this Agreement to convey, store or treat Flow that originates outside the Service

Area, except as authorized in this Article. Van Buren Township is authorized to convey stored Wet Weather Flow from its Equalization Basin ("EQ Basin") into the System from any territory within Van Buren's corporate boundaries served by the Rouge Valley Sewage Disposal System, the South Huron Valley Utility Authority's system, or the System provided that the approved operation and maintenance procedures for the EQ Basin are followed, and also provided that the Flows contributed by Van Buren Township during and after Wet Weather Events are within the Maximum Allowable Flow Limit as set forth in Article 3 and Exhibit C (or Exhibit D, if applicable). The operation and maintenance procedures for the Van Buren Township EQ Basin may be updated or revised from time to time as necessary, subject to the approval of the County, which approval shall not be unreasonably withheld.

- 2.06 Construction of New Sewer Facilities within the Service Area. Except as may be authorized pursuant to Section 3.04, no Community shall construct or permit the construction of any sanitary sewer in the Service Area that does not connect directly or indirectly to the System. Any new facilities for sanitary sewer overflow control, combined sewer overflow control, equalization basins, interceptors and relief sewers within the Service Area shall not be constructed without the written consent of the County, which consent shall not be unreasonably withheld. All new sewer facilities and sewers constructed within the Service Area shall conform to the standards adopted by the County including those which are set forth in the Sewer Use Ordinance.
- 2.07 Changes in Jurisdiction. No change in the jurisdiction over any territory of a Community shall in any manner impair the Parties' obligations under this Agreement. In the event that all or any part of the territory of any Community is incorporated as a new city or is annexed to or becomes a part of the territory of another municipality, the municipality into which the Community territory is incorporated, or to which such territory is annexed, shall assume the proportionate share of the contractual and Flow obligations.
- 2.08 Changes in Service Area. The boundaries of the Service Area may be changed only by the express, written consent of the County, which consent shall not be unreasonably withheld. However, any Community that obtains authorization to change its Service Area boundary shall remain obligated for any prior debt pursuant to the provisions of Article 5 of this Agreement.

### **Article 3. Maximum Allowable Flow Limits**

- 3.01 Maximum Allowable Flow Limits. Each Community shall have the right to deliver Flow to the System for transport, treatment and disposal up to the Maximum

Allowable Flow Limits. The Maximum Allowable Flow Limits shall apply as follows:

1. The JMB shall develop and approve pursuant to Section 6.07 Maximum Allowable Flow Limits for Dry Weather Flow (for Non-Controlled Flow Communities) and for Wet Weather Flow within three (3) months of the effective date of this Agreement, which shall then be incorporated as an Amendment to this Agreement pursuant to Article 12. Once the new Maximum Allowable Flow Limits have been so adopted, the new Limits will be listed in Exhibit B for Dry Weather Flow and Exhibit C for Wet Weather Flow, replacing the Limits listed in those Exhibits as of the Effective Date of this Agreement;
2. During this three (3) month period, or until new limits are adopted, if sooner (the "Interim Flow Limit Period"), the Maximum Allowable Flow Limits for each Community shall be those set forth in Exhibit D; and
3. If for any reason, the new Maximum Allowable Flow Limits for Dry Weather Flow (for Non-Controlled Flow Communities) and for Wet Weather Flow are not adopted within three (3) months of the effective date of this Agreement, the Dry Weather and Wet Weather Flow Limits set forth in Exhibits B and C will become the Maximum Allowable Flow Limits.

Each Community shall ensure that the Flow it delivers to the System is within its Maximum Allowable Flow Limits. The County shall ensure that Flows delivered by the Communities up to the Maximum Allowable Flow Limits shall be accepted for treatment and disposal.

### 3.02 Transfer of Maximum Allowable Flow Limit.

1. Transfer to another Community. Any Community may, with the written consent of the County and, subject to Article 6, the consent of the JMB, which consents shall not be unreasonably withheld, agree with any other Community to transfer any portion of its Maximum Allowable Flow Limit if the Community provides the County with ninety (90) days prior written notice and provided that such transfer and agreement:
  - a. Will not cause the transferee Community to exceed its remaining Maximum Allowable Flow Limits as set forth in Exhibit B and/or Exhibit C;
  - b. Is to a Community that is physically located so as to make use of the transferred Flow in the interceptor;
  - c. Shall not affect, alter or diminish the obligations of the Community transferring a portion of its Maximum Allowable Flow Limit as set

forth in this Agreement, including any obligation to pay in full all outstanding capital costs and any remaining rates and charges accumulated and/or assessed. Nothing herein precludes the transferring Community from assigning its responsibility for any remaining capital costs rates and/or charges to another Community that has been re-allocated some or all of the Community's Maximum Allowable Flow Limit, provided that the terminating Community shall remain ultimately responsible for the remaining capital costs, rates, and/or charges in the event the other Community fails to timely pay said capital costs, rates, and/or charges; and

d. Shall conform to System design parameters.

2. Transfer to a Non-Party. If any Community wishes to transfer any of its Maximum Allowable Flow Limit to a community that is not a party to this Agreement, each of the requirements set forth in subsection 1(a)-(d) apply. In addition, the Community must first offer for 90 days that portion of its Maximum Allowable Flow Limit to the Communities.

3. Unapproved Termination of Flow. A Community that terminates its Flow into the System with regard to all or part of its Service Area without an approved transfer under subsection 3.02.1 or 3.02.2, above, shall be in breach of this Agreement. In such event:

a. The Community shall remain responsible for all outstanding capital costs and any remaining rates and charges accumulated and/or assessed and shall either (1) pay in full all outstanding capital costs and any remaining rates and charges accumulated and/or assessed as of the date of such termination, or (2) enter into a contract guaranteeing monthly payments to the County for the full amount of such capital costs, rates and/or charges, it being expressly understood and agreed that the County may seek any and all available relief on behalf of the System for breach of this Agreement and shall be entitled to recover its reasonable litigation costs, including its actual attorney and expert fees, if the Community fails to fully perform as set forth in this subsection; and

b. That portion of the Community's Maximum Allowable Flow Limit so terminated or reduced shall be re-allocated at the discretion of the County for the benefit of the System.

3.03 Delivery of Flow to Other Systems. A Community may request authorization to convey a portion of the wastewater generated within the Service Area as designated in Exhibit E to other wastewater systems, and the County may approve the request if it determines that this is in the best interest of the System, and that all other requirements of this Agreement are met. Such a transfer shall

not affect, alter or diminish the obligations of the Communities as set forth in this Agreement, including any obligation to pay previously assessed System Costs. Van Buren Township is authorized to dewater and convey stored Wet Weather Flows generated within the Service Area to the South Huron Valley Utility Authority system in accordance with the approved EQ Basin operation and maintenance procedures.

3.04 Maximum Allowable Flow Limits – Non-Controlled Flow Communities.

1. Dry Weather Flow. After the Interim Flow Limit Period, each of the Non-Controlled Flow Communities shall have the right to deliver Dry Weather Flow including all wastewater (residential, commercial, and industrial) plus dry weather Infiltration and Inflow to the System up to the Maximum Allowable Flow Limit for Dry Weather Flow set forth in Exhibit B. During the Interim Flow Limit Period, there will be no separate Limits for Dry Weather Flow.
2. Increases to Dry Weather Flow Contributions. Actions which may result in Dry Weather Flow increases above those shown in Exhibit B including but not limited to new or increased discharges from industrial facilities and construction of new sewers within the Service Area, shall not be undertaken without the prior written approval of the County. Any request for a proposed increase in the Dry Weather Flows from a Community shall be submitted to the County and the JMB and shall include the following:
  - a. A demonstration by the requesting Community that the increase will not adversely affect the performance of the System in both dry and wet weather (both the Treatment Plant and the interceptor system), and that the NPDES Permit limits will continue to be met; and
  - b. A demonstration by the requesting Community that there is sufficient transport and treatment capacity for the System such that a similar increase in allowable Dry Weather Flows could also be made available to all of the other Communities served by the System without adversely affecting the performance of the Treatment Plant and the interceptor system.

After the request has been reviewed, the County may approve or deny the proposed increase, provided that any Community that disagrees with the County's approval shall have the opportunity to pursue the matter under the Dispute Resolution provisions as set forth in Article 10 of this Agreement.

3. Wet Weather Flow. After the Interim Flow Limit Period, the Non-Controlled Flow Communities shall have the right to deliver Wet Weather Flow up to the Maximum Allowable Flow Limits set forth in Exhibit C. During the Interim

Flow Limit Period, the Non-Controlled Flow Communities shall have the right to deliver Wet Weather Flow up to the Maximum Allowable Flow Limits set forth in Exhibit D.

3.05 Maximum Allowable Flow Limits – Controlled Flow Communities. Dry Weather Flows from Controlled Flow Communities are not subject to a separate Maximum Allowable Flow Limit under Exhibit B. After the Interim Flow Limit Period, the Controlled Flow Communities may, at their discretion, discharge any combination of Dry and Wet Weather Flows to the System provided that the total Flow rate does not exceed the Maximum Allowable Flow Limit for Wet Weather Flow established in Exhibit C. During the Interim Flow Limit Period, the Controlled Flow Communities shall have the right to deliver any combination of Dry and Wet Weather Flows up to the Maximum Allowable Flow Limits set forth in Exhibit D.

3.06 Storage and Dewatering of Excess Wet Weather Flows.

1. General. Stored Wet Weather Flows may only be discharged to the System from existing or proposed Wet Weather Storage Facilities if authorized by the County, which authorization shall not be unreasonably withheld, based on a determination that the discharge of such Flows can be transported and treated by the System without adverse effects to the Communities, and that compliance with NPDES Permit limitations can be maintained.
2. Existing Wet Weather Storage Facilities. The existing Wet Weather Storage Facilities in the System that, upon authorization, may discharge stored Wet Weather Flows to the System are listed in Exhibit F. Dewatering of these facilities at the end of a Wet Weather Event shall be performed as soon as possible based on available transport and treatment capacity in the interceptors and at the Treatment Plant as authorized by the County as provided above.
3. Proposed New Wet Weather Storage Facilities. Any Community seeking to construct a new Wet Weather Storage Facility shall obtain approval from the County, which approval shall not be unreasonably withheld, prior to constructing the facility. A request for approval to construct and operate Wet Weather Flow Storage Facilities must include an evaluation of the impacts of the facility on System hydraulics and treatment performance by the requesting Community, and shall specify the anticipated maximum dewatering rate and time period anticipated to be needed to fully dewater the storage facility.

Upon receipt of an application for a new Wet Weather Storage Facility, the request shall be distributed with the supporting information to the County for review. The County may approve or deny the proposed increase, provided that any Community which disagrees with the approval or denial shall have the opportunity to pursue the matter under the Dispute Resolution provisions as set

forth in Article 10 of this Agreement. Any approval of a new Wet Weather Storage Facility shall include limitations and conditions on the initiation and termination of dewatering from the facility.

- 3.07 System Expansion and Increases to Maximum Allowable Flow Limits. It is recognized that it may be necessary to expand the System and/or increase the transport or treatment capacity of the System in the future in order to accommodate the needs of the Communities as growth and development takes place within the Service Area. The parties hereto agree to work collaboratively to plan, design and construct such additional facilities as may be necessary, with the understanding that the costs for such expansion and/or increased capacity will be borne by the Communities benefitting from the expansion or capacity increase, and that any such expansion or increase in capacity shall not adversely affect the current rights to deliver Flows by any Community up to its Maximum Allowable Flow Limits.

#### **Article 4.**

#### **Determination of Non-Compliance with Maximum Allowable Flow Limits And Enforcement of Flow Limits**

- 4.01 Monitoring to Determine Flow Contributions. Flow meters shall be operated and maintained by the County throughout the System to provide data for the purpose of determining each Community's Flow contributions. The process currently used to monitor Flows from the Communities is set forth in the System Monitoring Plan. The County shall use reasonable best efforts to maintain all the System's Flow meters and associated equipment in good working order, and shall regularly review meters to assess their accuracy. Additional temporary and/or permanent meters may be installed as necessary to further identify Flows contributed by individual Communities for those meter sites which record Flow from more than one Community. Computer models and/or other analytical tools may also be used to estimate Flow contributions. The County may require a Community to conduct supplemental Flow monitoring to provide additional information about the Flows being conveyed to the System.
- 4.02 Meter Data Analysis. Meter data shall be compiled and analyzed by the County. Consistent with Section 6.11, a report shall be periodically prepared and distributed which describes the actual Dry and Wet Weather Flows contributed by each Community each month and the year-to-date average, along with a comparison of actual Flows to the Maximum Allowable Flow Limits and other relevant information. The methodology for analyzing Flow data may be modified from time to time as necessary. Metering data may be supplemented with computer modeling and/or other evaluation tools.

4.03 Non-Compliance with Maximum Allowable Limits. Any Community with Flow in excess of its Maximum Allowable Flow Limit as set forth in Exhibit B, C and/or Exhibit D, as applicable, may be deemed to be in non-compliance with this Agreement.

4.04 Corrective Action Plans. Any Community identified as being in non-compliance with its Maximum Allowable Flow Limit pursuant to Section 4.03 shall be so notified by the County and the County may require the Community in non-compliance to prepare and implement a CAP, provided that the County shall have the discretion to waive an exceedence deemed to be minor and/or temporary.

Any Community that disagrees with the County's finding of non-compliance shall have the opportunity to pursue the matter under the Dispute Resolution provisions of Article 10, and any requirement to prepare a CAP shall be deferred until the dispute is resolved. A Community which is deemed to be in non-compliance with its Maximum Allowable Flow Limit shall prepare a CAP that identifies the steps needed to be taken to attain compliance with the Maximum Allowable Flow Limit and a schedule for completing those steps. The CAP shall be developed and approved for implementation within six months after receipt of notification from the County of non-compliance or within six months after resolving the dispute if the Community invokes the Dispute Resolution process. An extension of up to six additional months may be granted by the County if necessary due to technical or financial constraints that preclude the preparation of the CAP in six months. Once prepared, the CAP shall be submitted to the JMB, County, and all Communities. The Community shall implement the CAP upon approval of the CAP by the County. Notwithstanding the above, a CAP need not be prepared if the Community can demonstrate that it is in compliance with its Maximum Allowable Flow Limits based on additional Flow monitoring and such demonstration is acceptable to the County.

4.05 Enforcement and Sanctions. In addition to requiring a CAP, the County may assess other appropriate sanctions against any Community for exceeding Maximum Allowable Flow Limits. No sanctions shall be imposed except as may be authorized by the County based on a determination that sanctions are warranted in order to compel compliance by the Community or to ensure that the System is not subject to increased risk as a result of the violations. Any decision to impose a sanction shall be made on a case by case basis after providing opportunity for the subject Community to present information and evidence in support of its position. Sanctions which could potentially be imposed include, but are not limited to, the following:

1. Restriction on sewer construction;

2. Limitations on sewer taps for new industrial, commercial or residential customers;
3. Installation of Flow restriction measures within the Local Sewer in the vicinity of a Community's Connection to the System in order to prevent a Community from contributing more than its Maximum Allowable Flow Limit to the System;
4. Financial penalties of up to \$10,000 per day for each day of non-compliance; and/or
5. Legal or administrative actions necessary to enforce the provisions of this Agreement.

Provided, however, that any Community may contest any enforcement action including the assessment of sanctions pursuant to the Dispute Resolution provisions in Article 10 of this Agreement. Any monetary fines or penalties collected as a result of sanctions shall be used to offset System Costs.

- 4.06 Sewer Use Ordinance. Nothing contained in this Agreement is intended to limit the County's right to enforce the Sewer Use Ordinance or to assess sanctions as set forth therein.

## **Article 5. System Operation and Payment of System Costs**

- 5.01 System Operation. The County, subject to Article 6, shall operate and maintain the System and shall:
1. Provide Services for the Flow delivered by the Communities to the System within their respective Maximum Allowable Flows and in compliance with the Sewer Use Ordinance and other applicable laws and regulations; and
  2. Use reasonable best efforts to operate and maintain the System in accordance with all NPDES Permit requirements and all applicable laws and regulations that apply to the System; and
  3. Perform other necessary duties and tasks relating to the operation, maintenance, management and administration of the System.
- 5.02 Payment of System Costs. Each Community shall timely pay all rates and charges approved under Article 6 and assessed by the County. Such rates and charges shall be sufficient to pay for all System Costs. The County shall use all

methods available to collect rates and charges from any Community that does not timely pay such rates and charges.

- 5.03 Chargeback Policy. The System Costs charged to the System for County Services shall be in accordance with the Chargeback Policy as set forth in Exhibit A to this Agreement. It is recognized that the Chargeback Policy may be modified and updated upon mutual agreement of the County and the JMB, with the approval of the County Commission. The Chargeback Policy shall be reviewed every three years and revised as necessary to reflect current conditions within the System.
- 5.04 Payment Procedures. Invoices for each Community's share of System Costs shall be due and payable not more than thirty (30) calendar days from the date shown on the invoice. Fees for the base flow sewage disposal services are due and payable not more than forty-five (45) calendar days after the month of service. Any charges or portion of the charges that is not paid by the due date shall be subject to a finance charge at a rate of 1.5% per month for each month or fraction thereof that they remain unpaid. Any portion of the total invoice, plus any finance charges applied to the invoice which are not paid by the next invoice date, shall be shown on the next invoice as arrears. If the accuracy of an invoice is in dispute, the Community shall place the disputed amount of the invoice in an interest bearing escrow account maintained by the County Treasurer pending resolution of the dispute and the finance charge shall thereupon cease. Accrued interest on the escrow account shall be allocated between the parties directly proportional with the resolution of the dispute. The cost, if any, of maintaining the escrow account shall be allocated between the parties inversely proportional with the resolution of the dispute. Disputes related to rates for System Costs charged by the County are specifically excluded from the application of this Paragraph.
- 5.05 Schedule of Rates and Charges. The rates and charges for System Costs shall be made to each Community based on a schedule of rates and charges prepared by the County and approved pursuant to Article 6. Any rates and charges specified in any such schedule shall be subject to adjustment by the County, subject to Article 6, with proper notice as set forth in Section 5.06, if necessary in order to provide sufficient funds to pay for System Costs.
- 5.06 Notification of Rates and Charges. As soon as practical in the rate- and charge-making process, the County shall provide information on proposed rates and charges and the draft data and information used in the calculation of proposed rates and charges, including detail of charges, flow rate charges and chargebacks, in a format that will enable the Communities to assist in the rate- and charge-making process. The Communities will be provided 10 day notice of any rate meetings. Every effort will be made to provide the County rate data information at least five days in advance of the meeting. In the event that information is not provided in advance as specified, the Communities will be

given additional time to review and comment on the materials and if needed an additional meeting set up to address concerns. The County shall provide each Community with written notice of a proposed rate and charge and the underlying data used to calculate the rate charge. The County shall meet with each Community to review the rate and charge data.

- 5.07 Customer Rates. Each of the Communities shall establish rates to be collected from its individual users that shall be sufficient to fund the rates and charges to be paid to the County for System Costs. The rates to be collected from the Communities' individual users may also include the cost of retaining the Community Liaison, as described in Section 6.10.
- 5.08 Disclosure of Rate and Charge Information by Community. Each Community will disclose to its customers annually information related to its rates and other charges.
- 5.09 Notification of Debt Issuance. Immediately upon the issuance of any debt to finance System Costs, the County shall notify each of the Communities by written communication of the amortization schedule of payments of principal and interest, along with the proportionate share to be paid by each Community in accordance with the sharing percentages as previously agreed.
- 5.10 General Ledger Debt Service Cash Accounts. The County shall maintain distinct debt service general ledger cash accounts for each Community for any funds remitted by Communities. These cash accounts will be used to track payments made to the County for each Community's share of upcoming debt payments less actual payments made for principal, interest, and paying agent fees. Cash balances held for future payments or debt reserves will be allocated with interest on a monthly basis at the average rate earned on the County's pooled investment account. No Community shall be in a negative cash balance position. If a negative cash balance position does occur, it shall be cured within thirty (30) days. In the event that a Community's cash account is in a negative position, the account will be charged with interest expense on a monthly basis at the average rate earned on the County's pooled investment account. The County shall use all methods available to compel a Community to cure their negative cash position. In addition, the County shall not borrow funds from any Community general ledger cash account to cover a negative cash position held by any other Community or for any other County purpose.
- 5.11 Management of System Funds. A portion of the Downriver System Operation and Maintenance Funds sufficient to pay expenses and meet cash flow needs may be kept in the County's General Pooled Cash fund, with the amount to be determined by the County. The remainder of the Downriver System Cash (including debt service reserves and capital reserves) shall be maintained as restricted funds in the County reserve pool, separate from the County's General

pooled Cash fund. Borrowing of Downriver System funds by the County to pay for expenses unrelated to the Downriver System is prohibited without the prior approval of the JMB.

## **Article 6. Joint Management Board**

- 6.01 Transfer and Sharing of Specified Responsibilities and Functions. Pursuant to Act 8, the County shall share decision making authority over the issues identified in this Article 6 with the Communities to the extent set forth herein. The parties shall exercise their shared decision making authority through the JMB, as set forth below.
- 6.02 Joint Management Board Establishment and Role. Pursuant to Act 8, the JMB shall be responsible for overseeing the County's management of the System with regard to the functions and responsibilities described in this Article 6.
- 6.03 JMB Composition and Officers. The JMB shall consist of nine (9) members, four (4) of which shall be appointed by the County Executive, one (1) of which shall be a County Commissioner representing one or more of the Communities as appointed by the County Commission, and four (4) of which shall be appointed by the Communities. The County Executive, County Commission and the Communities shall also select an alternate for each member they select. The Committee shall annually elect, by majority vote, a Chairperson and Vice-Chairperson to serve for a term of 1 year.
- 6.04 JMB Meetings. The JMB shall meet upon proper prior notice at designated times and locations mutually agreeable to the greatest extent possible for all members. Regular meetings of the JMB shall be scheduled to occur not less than quarterly. Special meetings may be called by written request of 3 or more of the JMB members. A quorum constituting six (6) members of the JMB shall be required to conduct business.
- 6.05 Voting. Each member shall have one vote on each matter voted upon by the JMB; provided however, that the JMB members shall use their best efforts to arrive at a consensus on all matters considered by the JMB. All decisions by the JMB shall be by majority vote at any meeting in which there is a quorum, except for those matters identified in Section 6.08 below, on which a six member majority shall be required for approval. Matters which have been presented to the JMB for action but which have been tabled, referred to subcommittee for consideration and/or upon which further information is sought, shall not be acted upon by the County, except in exigent circumstances.
- 6.06 Subcommittees. The Technical/Engineering, Finance/Accounting and Legal/Policy Subcommittees are established to provide input and

recommendations to the JMB and the County with regard to issues within their jurisdiction as determined by the JMB. The JMB may also establish such other subcommittees as it deems appropriate.

- 6.07 JMB Responsibilities. The JMB shall have the responsibilities set forth below. To the greatest extent possible as allowed by applicable legal requirements (including state and federal statutes and regulations, the County Charter, and the County Code of Ordinances) and absent exigent circumstances, the JMB's decisions regarding the matters enumerated below shall be final:
1. Approval of Operational Budget. The JMB shall review and approve the annual operational budget prepared by the County;
  2. Approval of Rates and Charges. The JMB shall review and approve the rates and charges to be paid to the County for operation of the System for each ensuing fiscal year as set forth in Section 5.02;
  3. Allocation of System Costs/Flow. The JMB shall review and approve the allocation of System Costs and any transfer of Maximum Allowable Flow Limits among the Communities;
  4. Issuance and Approval of Contracts. The County shall be the contracting party with regard to all contracts related to the System. The JMB shall vote on the award of all professional services and construction contracts where the contract amount exceeds \$50,000;
  5. Approval of Construction Change Orders. The JMB shall review and approve any construction contract Change Order whose cost exceeds \$50,000. Change orders shall not be artificially divided so as to constitute a change order of less than \$50,000;
  6. Capital Improvements. The JMB shall review and approve any proposed Capital Improvements and funding sources, and any bond sale or other debt instrument;
  7. Adoption of Maximum Allowable Flow Limits. The JMB shall develop and approve Maximum Allowable Flow Limits for Dry Weather Flow (for Non-Controlled Communities) and for Wet Weather Flow as set forth in Section 3.01; and
  8. Acquisition and Disposition of Real Property. The JMB shall review and approve any proposed acquisition and/or disposition of Real Property for use by the System.
- 6.08 Super Majority. All decisions by the JMB shall be by majority vote at any meeting in which there is a quorum, except for decisions regarding the following issues, for which at least six votes in favor are required for approval:

1. All contracts over \$250,000 (including change orders and contract amendments) funded by System revenues or Bonds for operation, maintenance, and repair of the System;
  2. Capital Improvements; and
  3. Cost Allocations among the Communities for Capital Improvements.
- 6.09 Minority Report. On any issue that is subject to County Commission approval where four dissenting votes are cast, the dissenting voters may prepare a "minority report" stating the reasons for their opposition to the JMB's decision, which the County shall present to the County Commission when the issue is brought before it.
- 6.10 Community Liaison. The Communities may retain and pay a Community Liaison ("CL") to monitor and participate in ongoing System activities as mutually agreed and receive/distribute County operational information to the Communities. The County shall work cooperatively with the CL, provided that the CL's activities and requests for information do not unreasonably burden the County and/or its employees. The Communities may recover the costs of retaining the CL under Section 5.07.
- 6.11 County Reporting. The County shall provide the JMB with timely and appropriate information on System operation and maintenance, including without limitation: a) quarterly financial reports detailing a line item operation and maintenance budget; b) an annual audited financial report for each fiscal year containing the general status of the operation and maintenance activities and a breakdown of all financial revenues and expenditures for the System; c) the information described in Section 4.02, above; and d) a quarterly Operations report that includes the DMR forms submitted to MDEQ showing the quality and quantity of discharges and the status of compliance with NPDES Permit limits. Such reports shall be provided to the JMB promptly upon completion of the reports.

## **Article 7. Agreement Term; Renewal and Termination**

- 7.01 Term. The County shall provide Services to the Communities in accordance with the terms and conditions of this Agreement for a period of Twenty (20) years from the effective date of this Agreement. This Agreement is effective following approval of each of the Community's legislative bodies and on the date specified in the resolution by the County Commission. This Agreement replaces and supersedes any prior sewage disposal system contracts between the parties, subject to Sections 7.02 and 7.03, below.

7.02 Pre-Agreement Debt. Each Community's obligation to repay any debt incurred or assessed prior to this Agreement, including, but not limited to, any debt related to the issuance of bonds, under the terms of the 1962 Contract, as amended, any subsequent Construction, Finance and Service Agreements, and since the expiration of the 1962 Contract, are preserved and are carried over and incorporated into the terms of this Agreement. A schedule of the current debt for each Community as of the effective date of this Agreement is included as Exhibit G.

7.03 Survival of Payment Obligations. The following payment obligations survive the termination or expiration of this Agreement:

1. Each Community's obligations under this Agreement for capital cost recovery, if any;
2. Each Community's obligations to repay debt incurred by the County related to the issuance of bonds by the County during the term of this Agreement for the System; and
3. Each Community's obligations to repay debt incurred by the County related to the issuance of bonds by the County prior to this Agreement.

All such obligations continue until satisfied.

#### **Article 8. Force Majeure**

8.01 Force Majeure. No failure or delay in performance of this Agreement, by any Party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event, including but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to machinery or lines of pipe, the binding order of any court or governmental authority, or any other cause, whether of the kind enumerated in this Article 8 or otherwise, not within the control of a party, except that no cause or contingency shall relieve Community of its obligation to make payment for System Costs.

#### **Article 9. Character of Sewage**

9.01 Character of Sewage. Each Community shall be responsible for the character of the sewage originating therein except for the wastewater discharges from Significant Industrial Users which are subject to independent monitoring, control and regulation directly by the County pursuant to the Sewer Use Ordinance.

Each Community shall comply with the Sewer Use Ordinance and other regulations together with any other federal, state or local rule, regulation or ordinance controlling the discharge of industrial and/or commercial type wastes into the System.

- 9.02 Sewer Use Ordinance. Each Community agrees to abide by the requirements of the Sewer Use Ordinance and to cooperate with the County's enforcement thereof. To the extent that the County's proper enforcement of the Sewer Use Ordinance reasonably requires a Community to adopt any new or modified ordinance, rule, or regulation, the Community shall, upon notice, adopt the necessary ordinance, rule, or regulation after review and approval of the County.
- 9.03 Remedies. If the County determines that the character of sewage contributed from any Community is such that it imposes an unreasonable additional burden upon the System, including causing or contributing to an event of non-compliance with the System NPDES Permit, then the County shall so notify the Community in writing and may assess an additional charge over and above the regular charge for Services. A Community which is deemed to have imposed an unreasonable burden upon the System due to the character of its sewage, shall prepare a CAP that identifies the steps needed to be taken to relieve such burden and a schedule for completing those steps. The CAP shall be prepared within a reasonable time set by the County. Any Community that disagrees with the County's determination shall have the opportunity to pursue the matter under the Dispute Resolution provisions of Article 10, and any requirement to pay any charge assessed or to prepare a CAP shall be deferred until the dispute is resolved. Once prepared, the CAP shall be submitted to the JMB, County and all Communities. The Community shall implement the CAP upon approval of the CAP by the County.

In addition, the County may take any of the following actions:

1. Require that such sewage be treated before being discharged into the System or other corrective action;
2. Deny the Community the right to discharge said sewage into the System, if necessary, for the protection of said System or the public health or safety;
3. Assess financial penalties of up to \$10,000 per day for each day of non-compliance; and/or
4. Take any legal or administrative actions necessary to enforce the provisions of this Agreement.

The affected Community shall have the right to pursue the County's determination or its proposed sanction under the Dispute Resolution provisions as set forth in Article 10 of this Agreement.

9.04 Combined Sewer Overflows (CSOs). This Agreement shall not prevent areas being served at the time of the execution of this Agreement by combined sewers from continuing to be served by the existing combined sewers. Such combined sewers shall continue to conform to the requirements of the Sewer Use Ordinance.

9.05 Other Agreements. The Agreements listed below, as may be amended, remain in full force and effect notwithstanding the provisions of this Agreement:

1. Emergency Flow Restriction Reimbursement Agreement Between the Ecorse Creek Pollution Abatement Drainage District On Behalf of the Cities of Lincoln Park and Allen Park and The Charter County of Wayne on Behalf of the Downriver Collection and Treatment System; and
2. Emergency Bypass Procedure Between Southgate-Wyandotte Relief Drain Drainage District and Downriver Collection and Treatment System, approved by the US District Court for the Eastern District by Order Establishing Emergency Bypass Procedure dated August 31, 1999.

#### **Article 10. Dispute Resolution**

10.01 The procedures set forth in Exhibit H shall be utilized in the event that a dispute arises between the parties arising under this Agreement.

#### **Article 11. Assignment**

11.01 This Agreement shall not be assigned, in whole or in part, by any Community without the prior written consent of the County. Consent to an assignment shall not be unreasonably withheld.

#### **Article 12. Amendment**

12.01 The parties may from time to time consider it in their best interests to change, modify or extend a term, condition or covenant of this Agreement. Any such

change, addition, deletion, extension or modification, which is mutually agreed upon by the County and Community shall be incorporated in written amendments to this Agreement. Such amendments shall not invalidate this Agreement nor relieve nor release either party of any of its respective obligations under this Agreement unless so stated in the amendment. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way rights arising by virtue of any such prior or subsequent occurrence.

12.02 No amendment to this Agreement shall be effective and binding upon the parties unless it expressly makes reference to this Agreement, is in writing, is signed and acknowledged by duly authorized representatives of all parties, and is approved by each of the Communities' respective legislative bodies and the County Commission.

12.03 The Parties acknowledge that, pursuant to Section 3.01, the JMB will develop and approve Maximum Allowable Flow Limits for each Community within three (3) months of the Effective Date of this Agreement. The Maximum Allowable Flow Limits approved by the JMB will be incorporated into this Agreement as an Amendment pursuant to Section 12.02.

### **Article 13. Notices**

13.01 Except as otherwise specified in this Agreement, all notices, consents, approvals, requests and other communications (collectively, "notices") required or permitted under this Agreement shall be given in writing and mailed by first class mail, addressed as follows:

If to the County:

Attn.: Deputy Director  
Wayne County Department of Public Services  
Environmental Services Group  
400 Monroe, Suite 400  
Detroit, MI 48226

If to a Community:

The Community's Mayor or Supervisor

- 13.02 All notices shall be deemed given on the day of post-marked mailing. Any notice given by a party hereunder must be signed by an authorized representative of such party.
- 13.03 Notwithstanding the requirement above as to the use of first-class mail, change of address notices and termination notices shall be sent by certified mail, postage prepaid, return receipt requested.

#### **Article 14. Miscellaneous**

- 14.01 Enforceability. If any provision of this Agreement including documents and Exhibits referred to herein or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.
- 14.02 Integration. This Agreement contains the entire agreement regarding sewage disposal services between the parties and all prior agreements and consent orders are merged into this Agreement, to the extent they have not been fully performed, amended, superseded or otherwise conflict with this Agreement. Neither party has made any representations except those expressly set forth in this Agreement, and no rights or remedies are, or shall be, acquired by either party by implication or otherwise unless expressly set forth in this Agreement.
- 14.03 No Impairment of Bond Obligations. The Communities each recognize that the holders of bonds issued by the County from time to time, including those under this Agreement and the 1962 Contract and secured by the full faith and credit of the County and the full faith and credit pledges of the Communities to the making of their proportionate payments as set forth in this Agreement, will have contractual rights in this Agreement and it is therefore, covenanted and agreed by each of them that so long as any said bonds shall remain outstanding and unpaid, the provisions of this Agreement shall not be subject to any alteration or revision which would in any manner affect either the security of the bonds or the prompt payment of principal or interest thereon. The parties covenant and agree that they will not suffer to be done any act which would in any way impair such bonds, the security therefore, or the payment of principal and interest thereon. It is hereby declared that the terms of this Agreement insofar as they actually pertain to the security of any such bonds, shall be deemed to be for the benefit of the holders of such bonds. The Communities further agree that nothing in this Agreement shall impair any party's ability to protect and maintain its full faith and credit with regard to such bonds.

- 14.04 Headings. The headings of the sections of this Agreement are for convenience only and shall not be used to construe or interpret the scope or intent of this Agreement or in any way affect the same.
- 14.05 Jurisdiction. The rights and remedies set forth in this Agreement are not exclusive and are in addition to any of the rights or remedies provided by law or equity. This Agreement and all actions arising under it shall be governed by, subject to, and construed according to the laws of the State of Michigan. Each party agrees, consents and submits to the exclusive personal jurisdiction of any court of competent jurisdiction in Michigan, for any action arising out of this Agreement.
- 14.06 Execution of Agreement. This Agreement may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Agreement. Promptly after the execution of this Agreement, the County shall provide a copy to each Community.
- 14.07 Agreement Beneficiaries. The rights and benefits under this Agreement shall inure to the benefit of and be binding upon the parties, their agents, successors, and consented-to assigns.
- 14.08 Third Party Beneficiaries. Except as specifically set forth in herein, there are no third party beneficiaries to this Agreement and this Agreement shall not be construed to benefit any persons other than the County and the Communities.
- 14.09 Incorporation of Exhibits. The Exhibits identified in this Agreement are incorporated herein by reference and made a part hereof.
- 14.10 Authority to Execute. Each party to this Agreement represents that they have appropriate power and authority, by resolution or otherwise, to execute this Agreement on behalf of their respective party.
- 14.11 Other Agreements. The parties acknowledge and agree that other agreements exist to which the County is a party and which pertain to the operation of the System. Those other agreements that are incorporated by reference are listed in Section 9.05.
- 14.12 Construction. The parties have participated jointly in the development and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, or local statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.

14.13 Approval of Agreement. This Agreement shall become binding on the Parties hereto and of full force and effect upon: a) the signing thereof by the duly authorized officials for each Community and for the County; and b) upon the adoption of a resolution approving this Agreement and authorizing the signatures thereto of the respective officials of the Communities and County. Certified copies of the resolutions of each Party shall be attached to this Agreement.

14.14 Effective Date. The Effective Date of this Agreement shall be the date on which the final Party adopts a resolution approving this Agreement.

**In Witness Whereof**, the County and the Communities, by and through their duly authorized officers and representatives, have executed this Agreement.

CITY OF BELLEVILLE

COUNTY OF WAYNE

By: \_\_\_\_\_

By: \_\_\_\_\_

Title:

Title:

By: \_\_\_\_\_

Title:

CITY OF ECORSE

CITY OF LINCOLN PARK

By: \_\_\_\_\_

By: \_\_\_\_\_

Title:

Title:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title:

Title:

CITY OF RIVER ROUGE

By: \_\_\_\_\_

Title:

By: \_\_\_\_\_

Title:

CITY OF WYANDOTTE

By: \_\_\_\_\_

Title:

By: \_\_\_\_\_

Title:

CITY OF TAYLOR

By: \_\_\_\_\_

Title:

By: \_\_\_\_\_

Title:

CITY OF SOUTHGATE

By: \_\_\_\_\_

Title:

By: \_\_\_\_\_

Title:

CITY OF ALLEN PARK

By: \_\_\_\_\_

Title:

By: \_\_\_\_\_

Title:

CITY OF DEARBORN HEIGHTS

By: \_\_\_\_\_

Title:

By: \_\_\_\_\_

Title:

CITY OF ROMULUS

By: \_\_\_\_\_

Title:

By: \_\_\_\_\_

Title:

CITY OF RIVERVIEW

By: \_\_\_\_\_

Title:

By: \_\_\_\_\_

Title:

CHARTER TOWNSHIP OF VAN BUREN

By: \_\_\_\_\_

Title:

By: \_\_\_\_\_

Title:

CHARTER TOWNSHIP OF  
BROWNSTOWN

By: \_\_\_\_\_

Title:

By: \_\_\_\_\_

Title:

## **List of Exhibits**

- A. Chargeback Policy
- B. Maximum Allowable Dry Weather Flow by Community
- C. Maximum Allowable Wet Weather Flow by Community
- D. Interim Flow Limit Period Maximum Allowable Flow Limits
- E. Service Area Map
- F. Existing Wet Weather Storage Facilities in the Service Area
- G. Pre-Agreement Debt Obligation of Each Community
- H. Dispute Resolution Procedures

## EXHIBIT A

### CHARGEBACK POLICY

In February, 2005, Wayne County and the Joint Management Committee ("JMC") agreed to limit chargebacks to the System by establishing the System's actual 2004 Chargebacks as a baseline amount for future year expenditures with the annual cap being computed from that baseline amount with an annual increase not to exceed the Detroit All Items Consumer Price Index ("CPI").

The County and the JMB agree to use the following updated procedures to limit and constrain the Chargebacks that may be included in the System Costs charged to the Communities in the future. These provisions supersede and replace the original Chargeback Policy dated February 10, 2005, and are effective as of the Effective Date of the Agreement:

1. The initial baseline amount for Chargebacks shall be the average actual annual Chargebacks for the fiscal years ending September 30, 2009, 2010, 2011, 2012, and 2013 multiplied by 1.4 ("Baseline"). The annual amounts are as follows, according to information provided by the County in the annual rate package:
  - 2009: \$2,274,871
  - 2010: \$2,005,324
  - 2011: \$1,822,036
  - 2012: \$1,955,733
  - 2013: \$1,875,359Average: \$1,986,665  
Baseline equals \$1,986,665 multiplied by 1.4, or \$2,781,331.
2. The Chargebacks for the first year of the Agreement (FY ending September 30, 2015) will be capped at an amount equal to the initial Baseline multiplied by the sum of the cumulative effect of the two most recent years of CPI increase plus 1% (Baseline X (cumulative CPI increase for two most recent years + 1%) = "Chargeback Cap" for first year of Agreement).
3. The Chargebacks for the future Fiscal Years shall be capped by an amount equal to the Chargeback Cap for the previous year multiplied by the sum of the most recent CPI increase plus 1% (Previous year's Chargeback Cap X (CPI+ 1%) = Chargeback Cap for that year).
4. The Chargeback limitations described above will not apply to extraordinary overhead items, provided however, that any extraordinary items will be presented by the County to the JMB with appropriate justification. The justification will be presented prior to incurring the costs, if possible.

## EXHIBIT B

### Maximum Allowable Dry Weather Flow Limits for Communities Tributary to Downriver Sewage Disposal System

#### B-1. Non-Controlled Flow Communities

Community	Meter District	Maximum Dry Weather Flow Rate (MGD)
Allen Park	PC-1	0.26
	PF-2	0.95
	Total	1.21
Belleville	PA-4	0.79
Brownstown Twp	P-2	2.36
	PA-2	0.04
	Total	2.40
Dearborn Heights	TB-1	4.95
Riverview	RV-1	1.72
Romulus	DMA-1	--
	PA-3	3.85
	PD-2	5.44
	Total	9.29
Southgate	P-1	0.76
	PA-1	0.83
	PB-1	0.86
	PF-2	0.62
	TPS+IPS	0.04
	Total	3.11

**B-1. Non-Controlled Flow Communities, cont'd**

Community	Meter District	Maximum Dry Weather Flow Rate (MGD)
	PA-2	1.45
	PB-2	1.30
	TB-1	1.38
	PC-1	6.65
	PD-1	2.42
	Total	13.25
Van Buren Twp	PA-4	1.43
<b>Total</b>	--	<b>38.15</b>

**B-2. Maximum Allowable Dry Weather Flow Limits for Controlled Flow Communities**

Community	Peak Hourly Flow Rate (MGD)
Allen Park (Part)	11.12
Ecorse	5.95
Lincoln Park	18.20
River Rouge	7.28
Southgate (Part)	4.96
Wyandotte	15.55
Total	63.06

MGD = Million Gallons per Day

### EXHIBIT C

#### Maximum Allowable Wet Weather Flow Limits for Communities Tributary to Downriver Sewage Disposal System

<b>C-1. Maximum Wet Weather Flow Limits for Non-Controlled Flow Communities</b>	
<b>Community</b>	<b>Peak 96 Hour Volume for the 4.42 inch Design Storm (MG)</b>
Allen Park (Part)	29.23
Belleville	4.86
Brownstown Twp	20.90
Dearborn Heights	43.76
Riverview	28.30
Romulus	88.43
Southgate (Part)	31.24
Taylor	164.45
Van Buren Twp	7.04
Total	418.21

MG = Million Gallons

**C-2. Maximum Wet Weather Flow Limits for Controlled Flow Communities**

<b>Community</b>	<b>Peak Hourly Flow Rate (MGD)</b>
Allen Park (Part)	11.12
Ecorse	5.95
Lincoln Park	18.20
River Rouge	7.28
Southgate (Part)	4.96
Wyandotte	15.55
Total	63.06

MGD = Million Gallons per Day

**EXHIBIT D**

**Interim Flow Limit Period  
Maximum Allowable Flow Limits for Communities Tributary to  
Downriver Sewage Disposal System**

<b>D-1. Interim Flow Limit Period Maximum Flow Limits for Non-Controlled Flow Communities</b>	
<b>Community</b>	<b>Peak 96 Hour Volume for the 4.42 inch Design Storm (MG)</b>
Allen Park (Part)	29.23
Belleville	4.86
Brownstown Twp	20.90
Dearborn Heights	43.76
Riverview	28.30
Romulus	88.43
Southgate (Part)	31.24
Taylor	164.45
Van Buren Twp	7.04
<b>Total</b>	<b>418.21</b>

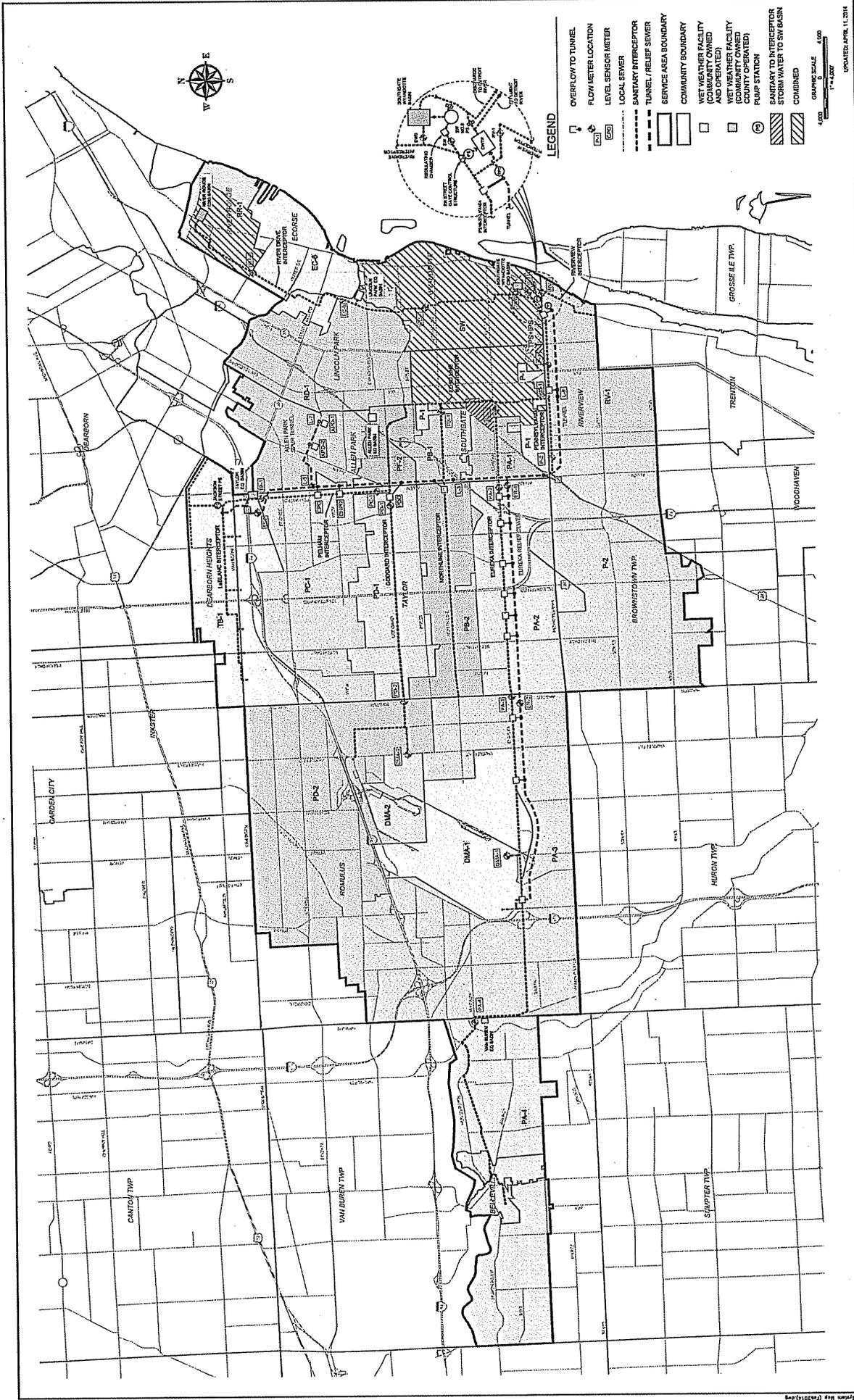
MG = Million Gallons

**D-2. Interim Flow Limit Period  
Maximum Flow Limits for Controlled Flow Communities**

<b>Community</b>	<b>Peak Hourly Flow Rate (MGD)</b>
Allen Park (Part)	11.12
Ecorse	5.95
Lincoln Park	18.20
River Rouge	7.28
Southgate (Part)	4.96
Wyandotte	15.55
<b>Total</b>	<b>63.06</b>

MGD = Million Gallons per Day

**EXHIBIT E**  
**Service Area Map**



PREPARED BY: **Applied Science, Inc.**  
 330 West 14th Street, Suite 300  
 Detroit, MI 48226  
 Phone: (313) 567-6399 Fax: (313) 567-3750

UPDATED: APRIL 11, 2014  
 SCALE: 1" = 400'  
 JOB No. ASI #1230  
 FILE No.

**DOWNRIVER SERVICE AREA  
 INCREMENTAL METER DISTRICTS & INTERCEPTOR &  
 METER LOCATIONS SYSTEM MONITORING PLAN  
 2013-2014**

**FIGURE 1**

NO.	DATE	DESCRIPTION	BY	CHKD

**EXHIBIT F**

**Existing Wet Weather Storage Facilities in the  
Downriver Sewage Disposal System Service Area**

<b>Retention Facility</b>	<b>Location</b>	<b>Capacity (MG)</b>	<b>Municipalities Served</b>
Ecorse Creek Pollution Abatement District: Taylor Basin	Pelham & I-94	13 MG	Dearborn Heights, Taylor
Lincoln Park Basin	Mill & Fourth Street	20.5 MG	Lincoln Park
Allen Park Basin	Hubert & Moore	10.5 MG	Allen Park
Southgate- Wyandotte Relief Drains Drainage District: Southgate- Wyandotte Combined Sewer Overflow Retention Treatment Basin	Central Avenue between Pennsylvania & Biddle	15 MG	Wyandotte; Southgate (combined)
River Rouge Combined Sewer Overflow Retention Treatment Basin	Jefferson Avenue at Rouge River	5.2 MG	River Rouge
Van Buren Township Equalization Basin	Hannan Road & Northline	1.2 MG	Van Buren Township
Downriver Sewage Disposal System Wet Weather Tunnel System	Champaign/Pelham south to Pennsylvania/Allen, then east on Pennsylvania to Central Avenue	15 MG	Allen Park (partial), Belleville, Brownstown Township, Dearborn Heights, Riverview, Romulus, Southgate (separated), Taylor, Van Buren Township

## EXHIBIT G

### Pre - Agreement Debt Obligation of Each Community Downriver Sewage Disposal System As of December 1, 2014

<i>COMMUNITY</i>	<i>JUDGMENT LEVY PRINCIPAL</i>	<i>REVENUE BOND PRINCIPAL</i>	<i>TOTAL PRINCIPAL</i>
ALLEN PARK	\$ 8,288,810	\$ 4,206,641	\$ 12,495,451
BELLEVILLE	\$ 370,644	\$ 627,268	\$ 997,912
BROWNSTOWN	\$ 1,851,302	\$ 1,726,083	\$ 3,577,385
DEARBORN HTS	\$ 9,508,537	\$ 2,990,487	\$ 12,499,024
ECORSE	\$ 1,266,386	\$ 4,546,594	\$ 5,812,980
LINCOLN PARK	\$ 3,676,297	\$ 6,405,367	\$ 10,081,664
RIVER ROUGE	\$ 1,472,029	\$ 3,023,386	\$ 4,495,415
RIVERVIEW	\$ 5,746,891	\$ 2,405,988	\$ 8,152,879
ROMULUS	\$ 11,481,175	\$ 7,210,288	\$ 18,691,463
SOUTHGATE	\$ 5,087,426	\$ 4,606,908	\$ 9,694,334
TAYLOR	\$ 25,644,531	\$ 10,142,654	\$ 35,787,185
VAN BUREN	\$ 701,965	\$ 961,737	\$ 1,663,702
WYANDOTTE	\$ 3,718,732	\$ 5,977,685	\$ 9,696,417
<i>Total</i>	<u>\$ 78,814,725</u>	<u>\$ 54,831,086</u>	<u>\$ 133,645,811</u>

## EXHIBIT H

### DISPUTE RESOLUTION PROCEDURES

#### 1. General Dispute Resolution Policy

Any and all claims alleging a breach of or arising under this Agreement, other than claims requiring immediate relief to prevent irreparable harm to a Party, public health or the environment, or to avoid imminent expiration of the period of limitations shall first be submitted to the alternative dispute resolution process set forth in this Exhibit H. No litigation, other than a suit seeking immediate relief to prevent irreparable harm to a Party, public health or the environment or to avoid imminent expiration of period of limitations may be initiated until the Parties have complied with the Informal Negotiation (Section 2) and Formal Procedures (Sections 3 and 4) set forth below.

No resolution achieved under these procedures shall be binding on any other Community unless such Community has agreed in writing to the resolution.

All dispute resolution proceedings under this Agreement shall be private and confidential, and any written or oral communications will similarly be deemed to be confidential, and may not be disclosed unless the Parties agree otherwise. Documents created by the Parties for use in any process shall not be filed with any court or made available as evidence in any court proceeding by any other Party. However, evidence or information which is otherwise admissible or subject to discovery does not become inadmissible or protected from discovery solely by reason of its disclosure or its use in mediation. Any person involved in the process who is not an agent or employee of a Party shall not testify regarding matters disclosed during the mediation process, but may testify only as to the final outcome of the process, and the Parties to the Dispute agree they shall not seek testimony from any such person with regard to information or knowledge obtained by such person as the result of participation in the process under this Agreement.

#### 2. Informal Negotiations

Each Party agrees to undertake informal negotiations before invoking formal procedures under this Agreement or litigation. This process shall be commenced by written notice from the initiating Party to the other Party describing the subject matter of the dispute. The notice shall contain such information as is necessary to advise of the exact nature of the dispute and the relief requested. Upon issuance of such written notice, the Parties shall engage in good faith informal negotiations among themselves to attempt to develop a mutually acceptable resolution to the dispute. The time frame for conducting informal negotiations shall not exceed 45 days from the date of issuance of the written notice, unless all Parties agree to a longer informal negotiation time frame. Such a notice shall

preserve the initiating Party's right to object under any County policy governing objections to rates or any other matter related to services provided pursuant to this Agreement.

3. Invocation for Formal Procedures

In the event a dispute arises between the Parties that is not resolved by informal negotiations between them, either Party may initiate the formal dispute resolution process under Sections 3 and 4 by giving notice in writing to the other Party. The notice shall contain such information as is necessary to advise of the exact nature of the dispute and the relief requested. Such notification shall toll the running of the statute of limitations for 120 days and, except for claims requiring immediate relief, shall bar either Party from commencing litigation with regard to the breach or the matter in issue.

Unless the Parties reach a settlement within the 120-day period or agree in writing within the 120-day period to continue the process and to continue to toll the running of the statute of limitations, at the end of the 120-day period any Party may commence litigation and the statute of limitations shall commence to run.

4. Formal Procedures -- Mediation

If informal negotiation is not successful in resolving the dispute, the matter shall be referred to mediation, subject to the exceptions noted in Section 1 above, which allow recourse to a court. Mediation is defined to be a non-binding dispute resolution process in which an impartial neutral facilitates negotiations among the Parties in an attempt to help reach a settlement.

(1) Selection of Mediator

The mediator of the dispute must be neutral and impartial, with no conflict of interest with any Party, and no financial or personal interest in the outcome of the mediation. The mediator shall be selected within thirty (30) days following the conclusion of informal negotiations by the Parties. The mediator shall be selected by agreement of the County, the Community initiating the dispute resolution process, and at least one of the other Community affected by the subject matter in dispute. If no mutually acceptable mediator is identified and selected within the thirty (30) day period, then the dispute resolution process under this Step shall be terminated.

(2) Costs

The costs for the mediator shall be shared equally by the disputing Parties, unless it is mutually agreed that some alternative cost apportionment for the mediator's expenses is acceptable.

### (3) Conduct of Mediation

Each Community and/or the County involved in the dispute shall designate a decision-maker to serve as their representative to participate in the mediation, and that person shall be vested with authority to negotiate on behalf of the Community and/or the County and to settle the dispute or, if required, recommend settlement to the governing body of the Community. Each Community and/or the County who is Party to the dispute may also be represented during the process by an attorney and/or technical consultants if it so chooses, provided that the costs of any such participation are borne solely by that Community and/or the County.

The mediator shall be free to meet and communicate separately as he/she deems appropriate with each Party, but will schedule joint meetings of all Parties with the time, place and agenda to be established by the mediator in consultation with the Parties. No stenographic, video or record will be made of meetings conducted by the mediator, and formal rules of evidence and procedure will not apply to materials presented and discussed.

The mediation process may be terminated by the mediator at any time if the mediator determines that one or more Parties is not acting in good faith, or if the mediator concludes that further dispute resolution efforts would not be useful in achieving a settlement. The mediation process will automatically terminate after 90 days from the date the mediator is retained, unless the time period is extended by agreement of all Parties and the mediator.

If a settlement is reached, a preliminary Memorandum of Understanding will be prepared and signed or initialed before the Parties separate. Thereafter, either the mediator or the Parties themselves will promptly and not later than thirty (30) days following the execution of the Memorandum of Understanding draft a written settlement document incorporating the terms of any such settlement. This draft document will be circulated, amended as necessary, and then formally executed. It is anticipated that in some cases, formal execution of any settlement agreement may be deferred pending review and consideration of the document by the governing bodies of the Community(ies) and/or the County.

# Charter Township of Van Buren

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

## REQUEST FOR BOARD ACTION

**BOARD MEETING 3-17-15**

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

<b>ITEM (SUBJECT)</b>	Purchase of BS&A Software to replace remaining Springbrook Software modules for Finance, Cash Receipts, and Utility Billing.
<b>DEPARTMENT</b>	Clerks, Treasurer, W&S
<b>PRESENTER</b>	Steve Rankin
<b>PHONE NUMBER</b>	(734) 699-8900 x9204
<b>INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)</b>	

### Agenda topic

<b>ACTION REQUESTED</b>	
Request approval of purchase of BS&A Software to replace remaining Springbrook Software Modules of Finance, Cash Receipts, and Utility Billing.	
<b>BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)</b>	
Attached: Quote from BS&A Software	
Township has utilized Springbrook Software since 2003 for performing Finance, Utility Billing, and Cash Receipts related duties. At the time of this purchase in 2003 BS&A did not have those modules developed. An on-site Demo was performed by BS&A for the above mentioned Departments on March 4 <sup>th</sup> , 2015 of these modules and all Departments agree that this would be big improvement and make their jobs more efficient. In addition this would allow the Township to utilize one vendor/one system for its main business software applications and would streamline Service/Support/Dispute issues.	

<b>BUDGET IMPLICATION</b>	\$157,516 (Includes BS&A Cost, SQL Server Cost, and any necessary hardware if needed (Cash Drawers/Receipt Printers/Scanners))
<b>IMPLEMENTATION NEXT STEP</b>	Develop a migration path/timeline/training with BS&A Software Support
<b>DEPARTMENT RECOMMENDATION</b>	
<b>COMMITTEE/COMMISSION RECOMMENDATION</b>	
<b>ATTORNEY RECOMMENDATION</b>	
(May be subject to Attorney/Client Privilege and not available under FOIA)	
<b>ADDITIONAL REMARKS</b>	<i>Financing will be covered by the water department and general fund. - MMRMA funds being refunded are being set aside to cover.</i>
<b>APPROVAL OF SUPERVISOR</b>	<i>[Signature]</i>

## **Springbrook Transition Costs to BS&A for Utility Billing, Cash Receipting, and Finance**

**Total Est. Cost of UB, CR, and Finance Modules Migration to BS&A is \$156,130**

<b>(W&amp;S) Utility Billing Migration cost</b>	<b>= \$36,260</b>
<b>*(Treasurer) Cash Receipts Migration cost</b>	<b>= \$20,670</b>
<b>(Clerk/Accounting) Finance Modules Migration cost</b>	<b>= \$94,200</b>
<b>SQL Server Software (Database Software) est.</b>	<b>= \$6,386</b>
<b>Total <u>Estimated</u> Migration to BS&amp;A Software</b>	<b>= <u>\$157,516</u></b>

**\*Includes Printers/Scanners/Cash Drawer Hardware replacement cost of \$4,700 if necessary.**

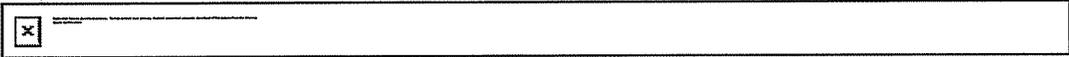
**Springbrook annual Maintenance cost due June 2015 is \$19,079. I will look into seeing if this can be prorated for months remaining on Springbrook (until transition is completed) which is estimated to be through October/November of 2015.**

**After 1<sup>st</sup> Year BS&A annual Maintenance cost est. (\$13,100) per year for these same modules (UB, CR, Finance) First year of \*\*BS&A UB/CR/Finance Modules Maintenance cost is free = \$0. (\$19,079 savings on first year as we are not paying Springbrook's Service/Support fee for that year obviously.)**

**Rankin, Steve**

**From:** Jeff Jones <jeffjon@cdw.com>  
**Sent:** Tuesday, March 10, 2015 9:37 AM  
**To:** Rankin, Steve  
**Subject:** CDW-G Quote Confirmation: Quote #FZLS626/P.O. Ref. FZLS626  
**Attachments:** FZLS626.pdf

[View in a browser](#)



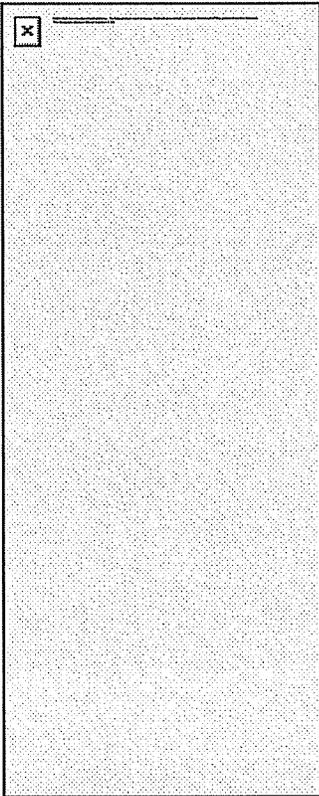
**DEAR STEVE RANKIN,**

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
FZLS626	3/9/2015	FZLS626	10030625	\$6,335.84

QUOTE DETAILS					
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE	
<b>MS GSA SQL SRV SGL</b> Mfg. Part#: 228-10366 Electronic distribution - NO MEDIA Contract: CDW-G GSA Schedule (GS-35F-0195J)	1	3321899	\$614.64	\$614.64	
<b>MS GSA SQL CAL SGL USRCAL</b> Mfg. Part#: 359-06143 Electronic distribution - NO MEDIA Contract: CDW-G GSA Schedule (GS-35F-0195J)	40	3321915	\$143.03	\$5,721.20	

SHIPPING DETAILS	SUBTOTAL	\$6,335.84
<b>Shipping Address:</b> CHARTER TOWNSHIP OF VAN BUREN STEVE RANKIN 46425 TYLER RD BELLEVILLE, MI 48111-5217 <b>Phone:</b> (734) 699-8900 <b>Shipping Method:</b> ELECTRONIC DISTRIBUTION <b>Payment Terms:</b> Request Terms	SHIPPING	\$0.00
	GRAND TOTAL	<b>\$6,335.84</b>



**Need Assistance? CDW•G SALES CONTACT INFORMATION**

**Jeff Jones** | (866) 668-9487 | [jeffjon@cdw.com](mailto:jeffjon@cdw.com)

Proposal for Software and Services, Presented to...

Van Buren Charter Township, Wayne County MI

February 5, 2015

Quoted by: Steve Rennell



*Thank you for the opportunity to quote our software and services.*

*At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.*

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*

BS&A Software  
14965 Abbey Lane Bath MI 48808  
(855) BSA-SOFT / fax (517) 641-8960  
bsasoftware.com

## Contents

*Please return all pages, retaining a copy for your records.*

Cost Summary; Totals.....	3, 4, 5
Annual Service Fees.....	6
Optional Items.....	7
Acceptance.....	8
Contact Information.....	9

## Attachments

*Please retain for your records.*

Hardware Requirements  
SQL Server Pricing

## Cost Summary

Application and Annual Service Fee prices based on an approximate parcel count of 10,748 and 7,200 utility accounts. Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing.

Prices subject to change if the actual count is significantly different than the estimated count.

### Applications, New Purchase

General Ledger .NET	\$9,320
Accounts Payable .NET	\$7,910
Cash Receipting .NET	\$7,910
Fixed Assets .NET	\$7,910
Miscellaneous Receivables .NET	\$7,910
Payroll .NET	\$10,240
Utility Billing .NET	\$14,400
Subtotal	\$65,600

### Data Conversions

Convert existing Springbrook.NET data to BS&A format:

General Ledger (COA, Balances, Budget, Up to 10 Years Journal Transaction history)	\$4,660
Accounts Payable (Import vendors via Generic Data Import)	\$3,955
Fixed Assets	\$3,955
Payroll	\$7,680
Utility Billing	\$8,300
Data extraction fee	\$5,000
Subtotal	\$33,550

No conversion to be performed for:

Cash Receipting  
Miscellaneous Receivables

## Project Management and Implementation Planning

### Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

**\$12,650**

## Implementation and Training

- \$1,100/day
- Days quoted are estimates; you are billed for actual days used

### Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days: 2	<b>\$2,200</b>
General Ledger .NET	Days: 3	<b>\$3,300</b>
Accounts Payable .NET	Days: 2	<b>\$2,200</b>
Cash Receipting .NET	Days: 3	<b>\$3,300</b>
Fixed Assets .NET	Days: 2	<b>\$2,200</b>
Miscellaneous Receivables .NET	Days: 2	<b>\$2,200</b>
Payroll .NET	Days: 8	<b>\$8,800</b>
Utility Billing .NET	Days: 8	<b>\$8,800</b>
	<b>Total: 30</b>	<b>Subtotal \$33,000</b>

## Cost Totals

*Not including Annual Service Fees*

Applications	\$65,600
Data Conversions	\$33,550
Project Management and Implementation Planning	\$12,650
Implementation and Training	\$33,000

---

<b>Total Proposed</b>	<b>\$144,800</b>
-----------------------	------------------

<b>Travel Expenses</b>	<b>\$1,630</b>
------------------------	----------------

<b>Grand Total (with Travel Expenses)</b>	<b>\$146,430</b>
---	------------------

## Payment Schedule

- 1<sup>st</sup> Payment:       **\$46,200** to be invoiced upon execution of this agreement.
- 2<sup>nd</sup> Payment:       **\$65,600** to be invoiced at start of training.
- 3<sup>rd</sup> Payment:       **\$34,630** to be invoiced upon completion of training.

*Questions? Please call Steve Rennell at (855) 272-7638 or email [srennell@bsasoftware.com](mailto:srennell@bsasoftware.com)*

*Page 5 of 9*

**Prices good for a period of 90 days from date on quote.**

*Van Buren Charter Township, Wayne County MI. Quoted February 5, 2015.*

## Annual Service Fees, New Purchases

Unlimited service and support during your first year with the program are included in your purchase price. Thereafter, Service Fees are billed annually. BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index (CPI).

General Ledger .NET	\$1,860
Accounts Payable .NET	\$1,580
Cash Receipting .NET	\$1,580
Fixed Assets .NET	\$1,580
Miscellaneous Receivables .NET	\$1,580
Payroll .NET	\$2,050
Utility Billing .NET	\$2,880
<b>Total Annual Service, New Purchases</b>	<b>\$13,110</b>

Questions? Please call Steve Rennell at (855) 272-7638 or email [srennell@bsasoftware.com](mailto:srennell@bsasoftware.com)

Page 6 of 9

**Prices good for a period of 90 days from date on quote.**

Van Buren Charter Township, Wayne County MI. Quoted February 5, 2015.

## Optional Item(s)

---

### Cash Receipting Hardware

	Quantity	Cost
Epson Series Receipt Printer*	\$750 x _____ =	\$ _____
Epson Series Receipt Printer* w/Check Scan	\$1,100 x _____ =	\$ _____
APG Cash Drawer**	\$250 x _____ =	\$ _____
ImageTeam 2800 Handheld Linear Barcode Scanner	\$250 x _____ =	\$ _____

**This will add \$ \_\_\_\_\_ to the Total Proposed.**

*\*IMPORTANT. The receipt printer must be plugged into the USB port on one workstation (not your server). This printer is not to be shared with other workstations. If more than one workstation will be used for receipting, please consider purchasing more than one receipt printer. Ithaca receipt printers are not compatible with Vista or Windows 7. The Epson Series replaces the Ithaca brand and is fully compatible with those operating systems.*

*\*\*If using a previously-purchased receipt printer with the APG Cash Drawer, which brand will be used with the drawer?  
 \_\_\_Epson \_\_\_Ithaca \_\_\_Other (please specify)\_\_\_\_\_*

Please provide the number of cash drawers that will be hooked up to the printer \_\_\_\_\_

---

### Program Customization

BS&A strives to provide a flexible solution that can be tailored to each municipality's needs. However, in some cases, custom work may be required. Typical examples include:

- ˘ custom payment import/lock box import
- ˘ custom OCR scan-line
- ˘ custom journal export to an outside accounting system
- ˘ custom reports

If you require any custom work, please let us know so that we can better understand the scope of your request and include that in a separate proposal.

## Acceptance

### Signature constitutes...

1. An order for products and services as quoted  
*Quoted prices do not include Program Customization or training beyond the estimated number of days*
2. Agreement with the proposed Annual Service Fees
3. Acceptance of BS&A's hardware recommendations required to efficiently run the .NET applications

---

Signature

Date

**BS&A PLEDGE.** We offer a one-year, risk-reversal pledge on our software. If, up to a year after installation, you are not happy with our software and service, you can return our software for a full refund.

### Returning Accepted Proposal to BS&A

*Please return the entire proposal, with signature/date (this page) and contact information (next page) filled out, by any of these methods:*

Mail: BS&A Software  
14965 Abbey Lane  
Bath, MI 48808

Fax: (517) 641-8960

Email: [srennell@bsasoftware.com](mailto:srennell@bsasoftware.com)

Once your proposal is received, a BS&A representative will contact you to begin the scheduling process.

## Contact Information

If any mailing addresses are PO Boxes, please also provide a Street Address for UPS/Overnight mail.

If additional contacts need to be submitted, please make a copy of this page.

### Key Contact for Implementation and Project Management

Name \_\_\_\_\_ Title \_\_\_\_\_

Phone/Fax \_\_\_\_\_ Email \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

### IT Contact

Name \_\_\_\_\_ Title \_\_\_\_\_

Phone/Fax \_\_\_\_\_ Email \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Questions? Please call Steve Rennell at (855) 272-7638 or email [srennell@bsasoftware.com](mailto:srennell@bsasoftware.com)

Page 9 of 9

**Prices good for a period of 90 days from date on quote.**

Van Buren Charter Township, Wayne County MI. Quoted February 5, 2015.