

**CHARTER TOWNSHIP OF VAN BUREN BOARD OF TRUSTEES  
DECEMBER 5, 2017 BOARD MEETING 7:00 P.M.  
TENTATIVE AGENDA**

**PLEDGE OF ALLEGIANCE:**

**ROLL CALL:**

Supervisor McNamara \_\_\_\_\_  
Clerk Wright \_\_\_\_\_  
Treasurer Budd \_\_\_\_\_  
Trustee Frazier \_\_\_\_\_  
Trustee Martin \_\_\_\_\_

Trustee Miller \_\_\_\_\_  
Trustee White \_\_\_\_\_  
Engineer Potter \_\_\_\_\_  
Attorney McCauley \_\_\_\_\_  
Secretary Montgomery \_\_\_\_\_

**APPROVAL OF AGENDA:**

**CONSENT AGENDA:**

1. Work Study Session minutes of November 20, 2017.
2. Closed Session minutes of November 20, 2017.
3. Board Meeting minutes of November 21, 2017.
4. Prepaid List of November 30, 2017.
5. Voucher List of December 5, 2017.
6. Approval of Resolution 2017-30 the Annual Wayne County Maintenance Permit A-18045.
7. Approval of Resolution 2017-31 the Annual Wayne County Special Events Permit A-18086.
8. Approval of Resolution 2017-32 the Annual Wayne County Pavement Restoration Permit A-18100.

**CORRESPONDENCE:** Presentation by Waste Management on the 5<sup>th</sup> amendment to Van Buren Township-Waste Management Host Community Agreement.

**PUBLIC HEARING:** To receive public comment on Resolution 2017-33 the 5<sup>th</sup> Amendment to the Van Buren Township-Waste Management Host Community Agreement.

**PUBLIC COMMENT:**

**UNFINISHED BUSINESS:**

**NEW BUSINESS:**

1. To consider approval of the second (final) reading of Ordinance 11-21-17 (1) an amendment to the General Code of Ordinances, Chapter 42 (Environmental) Article II (Nuisances), Division 3 (Blight Prevention) Section 42-79.
2. To consider approval of the second (final) reading of Ordinance 11-21-17 (2) an amendment to the General Code of Ordinances, Chapter 42 (Environmental) Article II (Nuisances), Division 2 (Trailers & Vehicles) Section 42-55.
3. To consider approval of the second (final) reading of Ordinance 11-21-17 (3) an amendment to the General Code of Ordinances, Chapter 46 (Fire Prevention and Protection), Article II (Fire Prevention Code) Section 46-32.
4. To consider approval of the second (final) reading of Ordinance 11-21-17 (4) an amendment to the General Code of Ordinances, Chapter 58 (Offenses and Miscellaneous Provisions), Article IV (Offenses against Property), Division 2 (Trespass) Section 58-106.
5. To consider approval of the second (final) reading of Ordinance 11-21-17 (5) an amendment to Zoning Ordinance 05-02-17 (2) as amended, by repealing the zoning ordinance text governing medical marihuana Cultivation Facilities.

6. To consider approval of the second (final) reading of Ordinance 11-21-17 (6) an amendment to the General Code of Ordinances Chapter 58, Article VI, Division 5, section 58-299 to provide for repeal regulations governing Medical Marijuana Cultivation Facilities.
7. To consider approval of the second (final) reading of Ordinance 11-21-17 (7) an amendment to the Zoning Ordinance 05-02-17 (2) as amended, to amend the regulations regarding detention Pond Location and Setbacks for Off-Street parking and loading areas, access drives and paved surfaces accessory to a distribution center.
8. To consider approval of the 1<sup>st</sup> amendment to the Intergovernmental Agreement between Van Buren Charter Township and the City of Belleville for Emergency Dispatch and Lockup Services and authorize the Supervisor and Clerk to execute the agreement.
9. To consider approval of the Intergovernmental Agreement between Van Buren Charter Township and the City of Belleville for Fire Protection and Medical Response Services and authorize the Supervisor and Clerk to execute the agreement.

**REPORTS:** September 2017 Budgetary Report

**ANNOUNCEMENTS:**

**NON-AGENDA ITEMS:**

**ADJOURNMENT:**

**CHARTER TOWNSHIP OF VAN BUREN  
WORK STUDY MEETING MINUTES  
NOVEMBER 20, 2017**

Supervisor McNamara called the meeting to order at 4:00 p.m. in the Sheldon Room. Present: Supervisor McNamara, Clerk Wright, Treasurer Budd, Trustee White, Trustee Frazier and Trustee Martin. Absent/Excused: Trustee Miller. Others in attendance: Secretary Montgomery, Developmental Services Director Akers and Deputy Director Best, DDA Director Ireland and Deputy Director Lothringer, Executive Assistant Selman, Public Services Director Taylor, Public Safety Deputy Director (Police) Wright, Attorney Mannarino and an audience of five (5).

**UNFINISHED BUSINESS:** None

**NEW BUSINESS:**

Discussion on the amended and restated inter-local agreement for the Detroit Region Aerotropolis Development Corporation. Regional Director of Aerotropolis, Bob Luce provided a PowerPoint presentation overview of Aerotropolis and highlighted nine revisions to the inter-local agreement which mainly focused on administrative changes.

Discussion on the conveyance of parcels 83-039-99-0006-702, 83-039-99-0009-720 and 83-039-99-0009-722 from the Charter Township of Van Buren to the Van Buren Township Downtown Development Authority by quit claim deed. Right of way purchases for the installation of a sidewalks along Belleville Road were purchased beginning in 2011. The purchases were erroneously placed in the Townships name. Several Board members discussed displeasure on the sale of a right of way to the property owner on the NE corner of Tyler and Belleville Road. The property owner intends to develop the property into a Speedway gas station and the easement would allow for access from Belleville Rd. Supervisor McNamara requested the item be removed for consideration at the Board Meeting of November 21, 2017 for further review and an attorney opinion regarding the Speedway development.

Discussion on the resignation of Robert Bechtel and consider approval of the appointment of Joyce Rochowiak to the DDA with a term to expire March 9, 2018. Mr. Bechtel was unable to continue to serve due to conflicting meeting schedules as an adjunct business instructor at Mott Community College. Joyce Rochowiak, business owner and active community member, has expressed her desire to serve.

Discussion on the commercial fireworks display permit application by Great Lakes Fireworks LLC to set off fireworks on Saturday, December 2, 2017 from the (closed) Denton Road bridge. The Area Chamber of Commerce is seeking donations to cover the remaining balance of \$2,500.00 to cover the cost of the fireworks. Supervisor McNamara and Chamber representative Henning are confident the necessary funds will be secured.

Discussion on Resolution 2017-29 refinancing of 2006 CIP bonds by issuance of 2017 General Obligation Limited Tax Refunding Bonds. Bonds were sold to cover the cost of Fire Station One and Township Property for the water tower. The bonds will be paid off in 2022. By refinancing the bonds at a lower interest rate the Township will realize a savings of approximately \$ 80,000.00

Discussion on the 2017 amended and 2018 proposed Water & Sewer budgets. The Water and Sewer budgets were discussed during the Budget Preparation Meetings and are approved separate from the General Fund budget.

Discussion on the reappointment of Kess Emekpe to the Environmental Commission with a term to expire October 1, 2020. Mr. Emekpe has been a valuable member of the Commission and has expressed his desire to continue to serve.

Discussion on the appointment of Benjamin Ross to the Environmental Commission with a term to expire October 1, 2018. Mr. Ross has been an active member in the community and has expressed his desire to serve.

Discussion on the reappointments of Medina Atchinson and Bryon Kelley to the Planning Commission with terms to expire October 1, 2020. Ms. Atchinson and Mr. Kelley have both been active members of the Commission and have expressed their desire to continue to serve.

Discussion on the appointment of Jeff Jahr Jr. to the Planning Commission with a term to expire October 1, 2018. Mr. Jahr has previously served on the Environmental Commission and has expressed his desire to serve of the Planning Commission.

Discussion on the available options to spend the anticipated 2018 Local Roads Initiative Funds from Wayne County. The board was presented with the option to utilize available funding for prior subdivision submittals or to re-open the solicitation process. Supervisor McNamara expressed utilizing current funds for prior submittals would get projects started. Additional funding may become available as other entitled communities are unable to utilize allocated funding which would then be placed back into the funding pool for re-distribution. Board members felt moving forward with prior submittals made sense.

Discussion on Ordinance 11-21-17 (1) an amendment to the General Code of Ordinances, Chapter 42 (Environmental) Article II (Nuisances), Division 3 (Blight Prevention) Section 42-79. The amendment provides for civil infraction penalties.

Discussion on Ordinance 11-21-17 (2) an amendment to the General Code of Ordinances, Chapter 42 (Environmental) Article II (Nuisances), Division 2 (Trailers & Vehicles) Section 42-55. The amendment provides for civil infraction penalties.

Discussion on Ordinance 11-21-17 (3) an amendment to the General Code of Ordinances, Chapter 46 (Fire Prevention and Protection), Article II (Fire Prevention Code) Section 46-32. The amendment provides for civil infraction penalties.

Discussion on Ordinance 11-21-17 (4) an amendment to the General Code of Ordinances, Chapter 58 (Offenses and Miscellaneous Provisions), Article IV (Offenses against Property), Division 2 (Trespass) Section 58-106. The amendment would allow a police officer, acting at the request of and on behalf of a property owner, to post and enforce no trespassing on behalf of the property owner.

Discussion on Ordinance 11-21-17 (5) an amendment to Zoning Ordinance 05-02-17 (2) as amended, by repealing the Zoning Ordinance text governing medical marihuana Cultivation Facilities. As part of the opt-Out process, sections of the zoning ordinance regarding medical marihuana must be amended.

Discussion on Ordinance 11-21-17 (6) an amendment to the General Code of Ordinances Chapter 58, Article VI, Division 5, Section 58-299 to provide for repeal regulations governing Medical Marijuana Cultivation Facilities. Van Buren Township is opting-out of PA 281 of 2016. This resolution states the Township's intention of declining the adoption of an ordinance authorizing any of the five types of medical marihuana facilities authorized by PA 281 of 2016.

Discussion on Ordinance 11-21-17 (7) an amendment to the Zoning Ordinance 05-02-17 (2) as amended, to amend the regulations regarding detention Pond Location and Setbacks for Off-Street parking and loading areas, access drives and paved surfaces accessory to a distribution center. The amendment reflects a change of 80 to 60 feet from a residential district and permits a stormwater basin and related landscaping to be located in any zoning district and are not require to be in the same zoning district as the site from which it receives water.

Discussion on Resolution 2017-27 extension of the moratorium to defer the review of applications pertaining to medical marijuana cultivation facilities from December 20, 2017 to December 31, 2017. The extension is necessary to complete the opt-out process.

Discussion on Resolution 2017-28 opt-out of the five types of medical marihuana facilities authorized by PA 281 of 2016. This resolution states the Township’s intention of declining the adoption of an ordinance authorizing any of the five types of medical marihuana facilities authorized by PA 281 of 2016.

Discussion on the distribution of the future land use map amendment for the Harold Smith Farm at 50015 Michigan Ave to our adjacent communities for the required 42-day review and comment period. Amendment is to re-zone the parcel to light industrial.

**PUBLIC COMMENT:** None.

**ADJOURNMENT:** Motion by Frazier, seconded by White to adjourn the Work Study Session for the purpose of closed session at 5:54 p.m. Roll Call Vote. Yeas: McNamara, Budd, Wright, Frazier, Martin, and White. Absent/Excused: Miller. Motion Carried.

**CLOSED SESSION:** The Township Board will go into closed session, pursuant to MCL 15.268(h) to discuss attorney client written opinion dated November 10, 2017.

The Work Study session reconvened at 6:27 p.m.

**ADJOURNMENT:** There being no further discussion Martin moved, Frazier seconded to adjourn the Work Study Session at 6:28 p.m. Motion Carried.

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

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

\_\_\_\_\_  
Kevin McNamara, Supervisor

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

**CHARTER TOWNSHIP OF VAN BUREN**  
**BOARD MEETING MINUTES**  
**NOVEMBER 21, 2017**

Supervisor McNamara called the meeting to order at 7:00 p.m. in the Board Room. Present: Supervisor McNamara, Treasurer Budd, Clerk Wright, Trustee Frazier, Trustee Martin, and Trustee White. Absent/Excused: Trustee Miller. Others in attendance: Secretary Montgomery, Developmental Services Director Akers and Deputy Director Best, Executive Assistant Selman, Public Services Director Taylor, Lt. Bazy, DDA Director Ireland and Deputy Director Lothringer and an audience of twelve (12).

**APPROVAL OF AGENDA:** Frazier moved, Budd seconded to approve the revised agenda Motion Carried.

**CONSENT AGENDA:** White moved, Frazier seconded to approve the Consent Agenda as revised [Work Study Session minutes of October 16, 2017, Closed Session minutes of October 16, 2017, Board Meeting minutes of October 17, 2017, Special Board Meeting minutes of November 13, 2017, Closed Session minutes of November 13, 2017, Prepaid List of October 19, 2017, Prepaid List of October 26, 2017, Prepaid List of November 2, 2017, Prepaid List of November 9, 2017, Prepaid List of November 16, 2017, Voucher List of November 7, 2017, Voucher List of November 21, 2017, Approval of the 2017 amended and 2018 proposed water and sewer budget, Approval of the Great Lakes Fireworks LLC commercial fireworks display permit application to set off fireworks on Saturday, December 2, 2017 from the (closed) Denton Bridge, Acknowledge the resignation of Robert Bechtel and approve the appointment of Joyce Rochowiak to the DDA with a term to expire March 9, 2018, Approval of the appointment of Jeff Jahr Jr. to the Planning Commission with a term to expire October 1, 2018, Approval of the reappointments of Medina Atchinson and Bryon Kelley to the Planning Commission with terms to expire October 1, 2020, Approval of the reappointment of Kess Emekpe to the Environmental Commission with a term to expire October 1, 2020, Approval of the appointment of Benjamin Ross to the Environmental Commission with a term to expire October 1, 2018.]. Motion Carried.

**PUBLIC HEARING:** None.

Trustees Frazier and Martin each read a brief narrative containing background information on the candidates appointed and re-appointed to committees and commission.

Trustee Frazier requested clarification on the work study minutes of October 15, 2017 as they pertained to the purchase of the F150 extended cab for the Building Official. Supervisor McNamara clarified that several Board members had changed their minds from the Work Study session to the Board meeting as it pertained to the purchase of a regular cab or an extended cab.

**CORRESPONDENCE:** Belleville Area Chamber of Commerce representatives presented a check in the amount of \$1,123.83 to the Township, a portion of the proceeds from the golf outing. Supervisor McNamara, on behalf of the Board, donated the check back to the Chamber of Commerce to offset the costs of the fireworks display that will occur on December 2, 2017.

**PUBLIC COMMENT:** None.

**UNFINISHED BUSINESS:** None.

**NEW BUSINESS:**

Frazier moved, Budd seconded to approve the conveyance of parcels 83-039-99-0006-702, 83-039-99-0009-720 and 83-039-99-0009-722 from the Charter Township of Van Buren to the Van Buren Township Downtown Development Authority by quit claim deed. Right of way purchases for the installation of a sidewalks along Belleville Road were purchased beginning in 2011. The purchases were erroneously placed in the Township's name. Several Board members discussed displeasure on the sale of a right of way to the property owner on the NE corner of Tyler and Belleville Road. The property owner intends to develop the property into a Speedway gas station and the easement would allow for access from Belleville Rd. Motion Carried.

Frazier moved, White seconded to approve the amended and restated inter-local agreement for the Detroit Region Aerotropolis Development Corporation. Regional Director of Aerotropolis, Bob Luce provided an overview of Aerotropolis and highlighted nine revisions to the inter-local agreement which mainly focused on administrative changes. Under the agreement the Township Supervisor will be appointed on the Aerotropolis Board. Motion Carried.

Budd moved, White seconded to approve Resolution 2017-29 refinancing of 2006 CIP bonds by issuance of 2017 General Obligation Limited Tax Refunding Bonds. Bonds were sold to cover the cost of Fire Station One and Township Property for the water tower. The bonds will be paid off in 2022. By refinancing the bonds at a lower interest rate the Township will realize a savings of approximately \$80,000.00. Motion Carried.

Frazier moved, Budd seconded to approve the first reading of Ordinance 11-21-17 (1) an amendment to the General Code of Ordinances, Chapter 42 (Environmental) Article II (Nuisances), Division 3 (Blight Prevention) Section 42-79. The amendment provides for civil infraction penalties. Motion Carried.

Budd moved, Wright seconded to approve the first reading of Ordinance 11-21-17 (2) an amendment to the General Code of Ordinances, Chapter 42 (Environmental) Article II (Nuisances), Division 2 (Trailers & Vehicles) Section 42-55. The amendment provides for civil infraction penalties. Motion Carried.

Wright moved, Martin seconded to approve the first reading of Ordinance 11-21-17 (3) an amendment to the General Code of Ordinances, Chapter 46 (Fire Prevention and Protection), Article II (Fire Prevention Code) Section 46-32. The amendment provides for civil infraction penalties. Motion Carried.

Frazier moved, Budd seconded to approve the first reading of Ordinance 11-21-17 (4) an amendment to the General Code of Ordinances, Chapter 58 (Offenses and Miscellaneous Provisions), Article IV (Offenses against Property), Division 2 (Trespass) Section 58-106. The amendment would allow a police officer, acting at the request of and on behalf of a property owner, to post and enforce no trespassing on behalf of the property owner. Motion Carried.

White moved, Wright seconded to approve the first reading of Ordinance 11-21-17 (5) an amendment to Zoning Ordinance 05-02-17 (2) as amended, by repealing the Zoning Ordinance text governing medical marihuana Cultivation Facilities. As part of the opt- Out process, sections of the zoning ordinance regarding medical marihuana must be amended. Motion Carried.

Martin moved, Budd seconded to approve the first reading of Ordinance 11-21-17 (6) an amendment to the General Code of Ordinances Chapter 58, Article VI, Division 5, Section 58-299 to provide for repeal regulations governing Medical Marijuana Cultivation Facilities. Van Buren Township is opting-out of PA 281 of 2016. This resolution states the Township's intention of declining the adoption of an ordinance authorizing any of the five types of medical marihuana facilities authorized by PA 281 of 2016. Motion Carried.

Frazier moved, Budd seconded to approve Resolution 2017-27 extension of the moratorium to defer the review of applications pertaining to medical marijuana cultivation facilities from December 20, 2017 to December 31, 2017. The extension is necessary to complete the opt-out process. Motion Carried.

Frazier moved, Budd seconded to approve Resolution 2017-28 opt-out of the five types of medical marihuana facilities authorized by PA 281 of 2016. This resolution states the Township’s intention of declining the adoption of an ordinance authorizing any of the five types of medical marihuana facilities authorized by PA 281 of 2016. Motion Carried.

Martin moved, Wright seconded to approve the first reading of Ordinance 11-21-17 (7) an amendment to the Zoning Ordinance 05-02-17 (2) as amended, to amend the regulations regarding detention Pond Location and Setbacks for Off-Street parking and loading areas, access drives and paved surfaces accessory to a distribution center. The amendment reflects a change of 80 to 60 feet from a residential district and permits a stormwater basin and related landscaping to be located in any zoning district and are not required to be in the same zoning district as the site from which it receives water. Motion Carried.

White moved, Budd seconded to approve the distribution of the future land use map amendment for the Harold Smith Farm at 50015 Michigan Ave to our adjacent communities for the required 42-day review and comment period. Amendment is to re-zone the parcel to light industrial. Motion Carried.

**REPORTS:** None.

**ANNOUNCEMENTS:** The following announcements were made: Belleville/Van Buren Goodfellows applications for 2017 Christmas assistance ends December 1, 2017 at 3:00 p.m.; Goodfellows applications are available on the Township website [www.vanburen-mi.org](http://www.vanburen-mi.org) and at the Township Police Department. For more information contact Pam Fleming at 734-699-8934 (9 a.m.- 3:00 p.m.); the Township Administrative offices will be closed November 23, 2017 and November 24, 2017 in observance of Thanksgiving; all addresses within Van Buren Charter Township are in the process of being changed by the U.S. Postal Services, addresses will be identified as being in Van Buren Township as opposed to Belleville. The Secretary of States office will change driver’s licenses, at no charge, to reflect the correct address.

**NON-AGENDA ITEMS:** None.

**ADJOURNMENT:** White moved, Martin seconded to adjourn at 8:15 p.m. Motion Carried.

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

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

\_\_\_\_\_  
Kevin McNamara, Supervisor

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

11/30/2017 09:50 AM  
 User: KTYLER  
 DB: Van Buren Twp

INVOICE REGISTER REPORT FOR VAN BUREN TOWNSHIP  
 POST DATES 11/30/2017 - 11/30/2017  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 OPEN  
 11/30/2017 PREPAID

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date	PO Number
Vendor 14A3DC - 14A3 DISTRICT COURT:								
BOND								
82195	14A3 DISTRICT COURT	11/21/2017	11/30/2017	300.00	300.00	Open	N	
	BOND: GARETH JAMES COURTNEY	KTYLER					11/30/2017	
	760-000-299-000	BOND: GARETH JAMES COURTNEY		300.00				
	Total for vendor 14A3DC - 14A3 DISTRICT COURT:			<u>300.00</u>	<u>300.00</u>			
Vendor 22DC - 22ND DISTRICT COURT:								
BOND								
82196	22ND DISTRICT COURT	11/21/2017	11/30/2017	500.00	500.00	Open	N	
	BOND: BRANDON RUSSELL PERSINGER	KTYLER					11/30/2017	
	760-000-299-000	BOND: BRANDON RUSSELL PERSINGER		500.00				
	Total for vendor 22DC - 22ND DISTRICT COURT:			<u>500.00</u>	<u>500.00</u>			
Vendor 3DC - 3RD DISTRICT COURT:								
BOND								
82226	3RD DISTRICT COURT	11/27/2017	11/30/2017	578.00	578.00	Open	N	
	BOND: RAYMOND ANDERSON SHELTON	KTYLER					11/30/2017	
	760-000-299-000	BOND: RAYMOND ANDERSON SHELTON SEALE		578.00				
	Total for vendor 3DC - 3RD DISTRICT COURT:			<u>578.00</u>	<u>578.00</u>			
Vendor ALLBRO - ALLIE BROTHERS:								
67788								
82214	ALLIE BROTHERS	10/12/2017	11/30/2017	31.99	31.99	Open	N	
	RSMITH UNIFORM BELT	KTYLER					11/30/2017	
	101-336-741-000	RSMITH UNIFORM BELT		31.99				
67852								
82215	ALLIE BROTHERS	10/14/2017	11/30/2017	99.99	99.99	Open	N	
	ROY SHIRT	KTYLER					11/30/2017	
	101-336-741-000	ROY SHIRT		99.99				
67944								
82216	ALLIE BROTHERS	10/19/2017	11/30/2017	108.98	108.98	Open	N	17-464
	WINTER UNIFORMS	KTYLER					11/30/2017	
	101-301-741-000	SCHULZ PANT		49.99				
	101-301-741-000	SCHULZ LONG SLEEVE UNIFORM SHIRT		46.99				
	101-301-741-000	SCHULZ SET OF CHEVRONS FOR SGTs.		12.00				

11/30/2017 09:50 AM  
 User: KTYLER  
 DB: Van Buren Twp

INVOICE REGISTER REPORT FOR VAN BUREN TOWNSHIP  
 POST DATES 11/30/2017 - 11/30/2017  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 OPEN  
 11/30/2017 PREPAID

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date	PO Number
67973 82217	ALLIE BROTHERS WINTER UNIFORMS 101-301-741-000 101-301-741-000	10/21/2017 KTYLER HERNANDEZ PANTS HERNANDEZ LONG SLEEVE UNIFORM SHIRTS	11/30/2017	217.98 99.98 118.00	217.98	Open	N 11/30/2017	17-464
67974 82218	ALLIE BROTHERS WINTER UNIFORMS 101-301-741-000	10/21/2017 KTYLER GRIGGS UNIFORM TAPERING	11/30/2017	32.00 32.00	32.00	Open	N 11/30/2017	17-464
67975 82219	ALLIE BROTHERS WINTER UNIFORMS 101-301-741-000 101-301-741-000	10/23/2017 KTYLER TRONT PANTS TRONT LONG SLEEVE UNIFORM SHIRTS	11/30/2017	217.98 99.98 118.00	217.98	Open	N 11/30/2017	17-464
67976 82220	ALLIE BROTHERS WINTER UNIFORMS 101-301-741-000 101-301-741-000	10/23/2017 KTYLER GRIGGS PANTS GRIGGS LONG SLEEVE UNIFORM SHIRTS	11/30/2017	267.97 149.97 118.00	267.97	Open	N 11/30/2017	17-464
68071 82221	ALLIE BROTHERS SPARE TIES/WINTER STOCKING HATS 101-301-741-000 101-301-741-000	10/26/2017 KTYLER 18" NAVY TIES (CLIP ON) 20" NAVY TIES (CLIP ON)	11/30/2017	144.00 72.00 72.00	144.00	Open	N 11/30/2017	17-465
Total for vendor ALLBRO - ALLIE BROTHERS:				1,120.89	1,120.89			

Vendor AMERA2 - AMERAPLAN REIMBURSABLE:

34559-34591 82189	AMERAPLAN REIMBURSABLE EMPLOYEE HRA 101-171-719-000 101-253-719-000 101-265-719-000 101-301-719-000 101-325-719-000 101-336-719-000 101-691-719-000 592-536-719-000	11/13/2017 KTYLER EMPLOYEE HRA EMPLOYEE HRA EMPLOYEE HRA EMPLOYEE HRA EMPLOYEE HRA EMPLOYEE HRA EMPLOYEE HRA EMPLOYEE HRA	11/30/2017	1,267.70 129.09 210.99 135.18 267.84 45.00 20.00 251.46 208.14	1,267.70	Open	N 11/30/2017	
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11/30/2017 09:50 AM  
 User: KTYLER  
 DB: Van Buren Twp

INVOICE REGISTER REPORT FOR VAN BUREN TOWNSHIP  
 POST DATES 11/30/2017 - 11/30/2017  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 OPEN  
 11/30/2017 PREPAID

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date	PO Number
10808-10823 82191	AMERAPLAN REIMBURSABLE EMPLOYEE HRA 101-228-719-000 101-301-719-000 101-329-719-000 101-370-719-000 592-536-719-000	11/12/2017 KTYLER	11/30/2017	1,372.78	1,372.78	Open	N 11/30/2017	
	EMPLOYEE HRA			122.89				
	EMPLOYEE HRA			878.01				
	EMPLOYEE HRA			80.00				
	EMPLOYEE HRA			211.41				
	EMPLOYEE HRA			80.47				
34592-34601 82289	AMERAPLAN REIMBURSABLE EMPLOYEE HRA 101-301-719-000 101-336-719-000 101-691-719-000 592-536-719-000	11/20/2017 KTYLER	11/30/2017	420.13	420.13	Open	N 11/30/2017	
	EMPLOYEE HRA			348.71				
	EMPLOYEE HRA			17.14				
	EMPLOYEE HRA			34.28				
	EMPLOYEE HRA			20.00				
10824-10842 82290	AMERAPLAN REIMBURSABLE EMPLOYEE HRA 101-101-719-000 101-215-719-000 101-247-719-000 101-265-719-000 101-301-719-000 101-325-719-000 101-329-719-000 101-692-719-000	11/19/2017 KTYLER	11/30/2017	1,612.72	1,612.72	Open	N 11/30/2017	
	EMPLOYEE HRA			1,040.00				
	EMPLOYEE HRA			40.00				
	EMPLOYEE HRA			90.16				
	EMPLOYEE HRA			40.00				
	EMPLOYEE HRA			205.84				
	EMPLOYEE HRA			156.72				
	EMPLOYEE HRA			20.00				
	EMPLOYEE HRA			20.00				
	Total for vendor AMERA2 - AMERAPLAN REIMBURSABLE:			4,673.33	4,673.33			

Vendor ATT - AT&T:

73432629821002 82178	AT&T 11.7-12.6 326-2982 101-265-850-000	11/07/2017 KTYLER	11/30/2017	203.31	203.31	Open	N 11/30/2017	
	11.7-12.6 326-2982			203.31				
73448436663311 82179	AT&T 11.13-12.12 484-3666 101-718-850-000	11/13/2017 KTYLER	11/30/2017	134.64	134.64	Open	N 11/30/2017	
	11.13-12.12 484-3666			134.64				
734699607511 82206	AT&T 11.16-12.15 699-6075	11/16/2017 KTYLER	11/30/2017	1,032.65	1,032.65	Open	N 11/30/2017	

11/30/2017 09:50 AM  
 User: KTYLER  
 DB: Van Buren Twp

INVOICE REGISTER REPORT FOR VAN BUREN TOWNSHIP  
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 OPEN  
 11/30/2017 PREPAID

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date	PO Number
734699632311 82207	101-265-850-000 AT&T 11.16-12.15 699-6323 101-265-850-000	11.16-12.15 699-6075 11/16/2017 KTYLER 11.16-12.15 699-6323	11/30/2017	1,032.65 304.97 304.97	304.97	Open	N 11/30/2017	
734699521311 82208	101-265-850-000 AT&T 11.16-12.15 699-5213 101-265-850-000	11.16-12.15 699-5213 11/16/2017 KTYLER 11.16-12.15 699-5213	11/30/2017	101.66 101.66	101.66	Open	N 11/30/2017	
734697783511 82209	250-000-850-000 AT&T 11.16-12.15 697-7835 250-000-850-000	11.16-12.15 697-7835 11/16/2017 KTYLER 11.16-12.15 697-7835	11/30/2017	94.25 94.25	94.25	Open	N 11/30/2017	
734697465311 82210	101-265-850-000 AT&T 11.16-12.15 697-4653 101-265-850-000	11.16-12.15 697-4653 11/16/2017 KTYLER 11.16-12.15 697-4653	11/30/2017	609.93 609.93	609.93	Open	N 11/30/2017	
734697410511 82211	250-000-850-000 AT&T 10.16-11.15 697-4105 250-000-850-000	10.16-11.15 697-4105 11/16/2017 KTYLER 10.16-11.15 697-4105	11/30/2017	69.92 69.92	69.92	Open	N 11/30/2017	
Total for vendor ATT - AT&T:				<u>2,551.33</u>	<u>2,551.33</u>			

Vendor ATT2 - AT&T:

5217029306 82205	101-228-817-000 AT&T NOV FIBER OPTIC INTERNET LINE 101-228-817-000	11/11/2017 KTYLER NOV FIBER OPTIC INTERNET LINE	11/30/2017	1,658.84 1,658.84	1,658.84	Open	N 11/30/2017	
Total for vendor ATT2 - AT&T:				<u>1,658.84</u>	<u>1,658.84</u>			

Vendor ATTGLO - AT&T:

MI688602 82223	101-265-933-000 AT&T 12.1-12.30 TELEPHONE SYSTEM MAIN 101-265-933-000	12.1-12.30 TELEPHONE SYSTEM MAINT 11/16/2017 KTYLER 12.1-12.30 TELEPHONE SYSTEM MAINT	11/30/2017	866.24 866.24	866.24	Open	N 11/30/2017	
Total for vendor ATTGLO - AT&T:				<u>866.24</u>	<u>866.24</u>			

Vendor ATT4 - AT&T MOBILITY:

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date	PO Number
287272396924 82222	AT&T MOBILITY 10.3-11.2 MUSEUM TABLET BROADBAN 250-000-850-000	11/02/2017 KTYLER	11/30/2017	59.92	59.92	Open	N 11/30/2017	
	10.3-11.2 MUSEUM TABLET BROADBAND			59.92				
	Total for vendor ATT4 - AT&T MOBILITY:			<u>59.92</u>	<u>59.92</u>			

Vendor BELCIT - CITY OF BELLEVILLE:

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date	PO Number
82188	CITY OF BELLEVILLE WS 11.11-12.10 405 MAIN 250-000-920-000	11/15/2017 KTYLER	11/30/2017	51.29	51.29	Open	N 11/30/2017	
	WS 11.11-12.10 405 MAIN			51.29				
	Total for vendor BELCIT - CITY OF BELLEVILLE:			<u>51.29</u>	<u>51.29</u>			

Vendor COMCAST - COMCAST:

8529102130080558 82198	COMCAST 11.26-12.25 CABLE BOX FEE 101-336-920-000	11/17/2017 KTYLER	11/30/2017	19.06	19.06	Open	N 11/30/2017	
	11.26-12.25 CABLE BOX FEE			19.06				
8529102120065387 82199	COMCAST 12.2-1.1.18 VIDEO ARRAIGNMENT LI 101-301-850-000	11/19/2017 KTYLER	11/30/2017	144.85	144.85	Open	N 11/30/2017	
	12.2-1.1.18 VIDEO ARRAIGNMENT LINE			144.85				
	Total for vendor COMCAST - COMCAST:			<u>163.91</u>	<u>163.91</u>			

Vendor DTE - DTE ENERGY:

910022836944 82183	DTE ENERGY 10.14-11.13 9297 PARKWOOD 592-536-920-000 592-536-920-000	11/15/2017 KTYLER	11/30/2017	134.07	134.07	Open	N 11/30/2017	
	10.14-11.13 9297 PARKWOOD			101.27				
	10.14-11.13 9297 PARKWOOD			32.80				
910013926951 82184	DTE ENERGY 10.13-11.10 17395 HAGGERTY 592-536-920-000	11/15/2017 KTYLER	11/30/2017	149.15	149.15	Open	N 11/30/2017	
	10.13-11.10 17395 HAGGERTY			149.15				
910016829905 82185	DTE ENERGY 10.14-11.13 8145 JEREMY 592-536-920-000 592-536-920-000	11/15/2017 KTYLER	11/30/2017	205.36	205.36	Open	N 11/30/2017	
	10.14-11.13 8145 JEREMY			170.62				
	10.15-11.13 8145 JEREMY			34.74				

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date	PO Number
930001988417 82186	DTE ENERGY 10.14-11.15 15992 BROOKSIDE 592-536-920-000 592-536-920-000	11/15/2017 KTYLER	11/30/2017	99.26 33.44 65.82	99.26	Open	N 11/30/2017	
910013924881 82200	DTE ENERGY 10.22-11.20 128 4TH ST 101-265-920-000	11/21/2017 KTYLER	11/30/2017	168.63 168.63	168.63	Open	N 11/30/2017	
910013925151 82201	DTE ENERGY 10.22-11.20 405 MAIN 250-000-920-000	11/21/2017 KTYLER	11/30/2017	194.15 194.15	194.15	Open	N 11/30/2017	
910016828139 82202	DTE ENERGY 10.21-11.20 130 4TH ST 101-265-920-000	11/21/2017 KTYLER	11/30/2017	68.20 68.20	68.20	Open	N 11/30/2017	
910016828261 82203	DTE ENERGY 10.21-11.20 405 MAIN 250-000-920-000	11/21/2017 KTYLER	11/30/2017	109.56 109.56	109.56	Open	N 11/30/2017	
930001988474 82204	DTE ENERGY 10.24-11.21 EMERGENCY SIRENS 101-265-920-000	12/27/2017 KTYLER	11/30/2017	291.33 291.33	291.33	Open	N 11/30/2017	
Total for vendor DTE - DTE ENERGY:				1,419.71	1,419.71			

Vendor FITHBA - FIFTH THIRD BANK:

5473785177001867 82224	FIFTH THIRD BANK 10.16-11.15 STMT 247-000-861-000 247-000-861-000 247-000-822-000	11/15/2017 KTYLER	11/30/2017	300.16 106.13 106.13 87.90	300.16	Open	N 11/30/2017	
Total for vendor FITHBA - FIFTH THIRD BANK:				300.16	300.16			

Vendor HOMDEP - HOME DEPOT CREDIT SERVICES:

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 User: KTYLER  
 DB: Van Buren Twp

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date	PO Number
6035322003346768 82225*	HOME DEPOT CREDIT SERVICES 10.19-11.6 STMT 101-692-740-000 101-692-740-000 101-691-742-000 101-691-742-000 101-336-750-000 101-336-861-000	11/10/2017 KTYLER	11/30/2017	1,146.30 113.95 (44.95) 468.10 142.38 406.91 59.91	1,146.30	Open	N 11/30/2017	
	Total for vendor HOMDEP - HOME DEPOT CREDIT SERVICES:			<u>1,146.30</u>	<u>1,146.30</u>			
Vendor KESOTR - KELLEY AND SONS TRAILERS:								
BALANCEDUE 82291	KELLEY AND SONS TRAILERS REMAINING 50% DIVE TEAM TRAILER 101-301-970-000	11/28/2017 KTYLER	11/30/2017	17,980.00 17,980.00	17,980.00	Open	N 11/30/2017	
	Total for vendor KESOTR - KELLEY AND SONS TRAILERS:			<u>17,980.00</u>	<u>17,980.00</u>			
Vendor MAFOSE - MARQUIS FOOD SERVICE:								
8169 82213	MARQUIS FOOD SERVICE RE-ISSUE D/T DUPLICATE INV PYMT 101-301-862-000	10/13/2017 KTYLER	11/30/2017	103.25 103.25	103.25	Open	N 11/30/2017	
	Total for vendor MAFOSE - MARQUIS FOOD SERVICE:			<u>103.25</u>	<u>103.25</u>			
Vendor MMRMAE - MI MUNICIPAL RISK MGMT AUTH ECP:								
D17101005 82190	MI MUNICIPAL RISK MGMT AUTH ECP OCT 46425 TYLER 101-265-920-000	11/15/2017 KTYLER	11/30/2017	5,314.60 5,314.60	5,314.60	Open	N 11/30/2017	
	Total for vendor MMRMAE - MI MUNICIPAL RISK MGMT AUTH ECP:			<u>5,314.60</u>	<u>5,314.60</u>			
Vendor EBERYA - RYAN EBERHART:								
ASSISTANT 82180	RYAN EBERHART ARCHIVAL ASSISTANT 250-000-821-000	10/19/2017 KTYLER	11/30/2017	240.00 240.00	240.00	Open	N 11/30/2017	
	ARCHIVAL ASSISTANT			240.00				

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date	PO Number
ASSISTANT 82181	RYAN EBERHART ARCHIVAL ASSISTANT 250-000-821-000	11/02/2017 KTYLER ARCHIVAL ASSISTANT	11/30/2017	240.00 240.00	240.00	Open	N 11/30/2017	
ASSISTANT 82182	RYAN EBERHART ARCHIVAL ASSISTANT 250-000-821-000	11/16/2017 KTYLER ARCHIVAL ASSISTANT	11/30/2017	240.00 240.00	240.00	Open	N 11/30/2017	
Total for vendor EBERYA - RYAN EBERHART:				720.00	720.00			

Vendor TELNET - TELNET WORLDWIDE:

119478 82212	TELNET WORLDWIDE 11.15-12.14 PHONE CIRCUITS & LD 101-265-850-000	11/15/2017 KTYLER 11.15-12.14 PHONE CIRCUITS & LD CALLS	11/30/2017	1,161.60 1,161.60	1,161.60	Open	N 11/30/2017	
Total for vendor TELNET - TELNET WORLDWIDE:				1,161.60	1,161.60			

Vendor VARIDESK - VARIDESK :

DESKLIFT 82197	VARIDESK PRO PLUS 36" DESK LIFTS X 4 101-265-970-000 101-265-970-000 101-265-970-000 101-265-970-000	11/16/2017 KTYLER SELMAN STANDING DESK LIFT STEVENSON STANDING DESK LIFT TOWLES STANDING DESK LIFT TYLER STANDING DESK LIFT	11/30/2017	1,580.00 395.00 395.00 395.00 395.00	1,580.00	Open	N 11/30/2017	
Total for vendor VARIDESK - VARIDESK :				1,580.00	1,580.00			

Vendor VERWIR - VERIZON WIRELESS:

9795101319 82187	VERIZON WIRELESS 9.24-10.23 CELL PHONES 101-101-956-000 101-171-956-000 101-215-956-000 101-228-956-000 101-265-850-000 101-329-740-000 101-336-850-000 101-370-740-000 101-691-740-000	11/18/2017 KTYLER 9.24-10.23 CELL PHONES 9.24-10.23 CELL PHONES	11/30/2017	2,284.83 135.62 85.49 50.13 106.31 342.61 100.82 201.09 150.39 101.38	2,284.83	Open	N 11/30/2017	
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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date	PO Number
	101-692-740-000	9.24-10.23	CELL PHONES	255.93				
	101-715-740-000	9.24-10.23	CELL PHONES	50.13				
	247-000-740-000	9.24-10.23	CELL PHONES	120.26				
	592-536-740-000	9.24-10.23	CELL PHONES	584.67				
9796340819 82192	VERIZON WIRELESS 10.16-11.15 BROADBAND ACCESS	11/15/2017 KTYLER	11/30/2017	130.20	130.20	Open	N 11/30/2017	
	101-101-956-000	10.16-11.15	BROADBAND ACCESS	80.10				
	101-228-956-000	10.16-11.15	BROADBAND ACCESS	10.02				
	592-536-740-000	10.16-11.15	BROADBAND ACCESS	40.08				
9796369471 82193	VERIZON WIRELESS 10.16-11.15 BROADBAND ACCESS	11/15/2017 KTYLER	11/30/2017	178.76	178.76	Open	N 11/30/2017	
	101-101-956-000	10.16-11.15	BROADBAND ACCESS	40.08				
	592-536-740-000	10.16-11.15	BROADBAND ACCESS	138.68				
Total for vendor VERWIR - VERIZON WIRELESS:				<u>2,593.79</u>	<u>2,593.79</u>			

Vendor VISEPL - VISION SERVICE PLAN:

127004050001 82177	VISION SERVICE PLAN DEC VISION INSUR	11/21/2017 KTYLER	11/30/2017	2,470.80	2,470.80	Open	N 11/30/2017	
	101-101-719-000	DEC VISION INSUR		59.36				
	101-171-719-000	DEC VISION INSUR		62.32				
	101-191-719-000	DEC VISION INSUR		25.52				
	101-215-719-000	DEC VISION INSUR		102.08				
	101-228-719-000	DEC VISION INSUR		48.08				
	101-247-719-000	DEC VISION INSUR		51.04				
	101-253-719-000	DEC VISION INSUR		87.84				
	101-265-719-000	DEC VISION INSUR		135.92				
	101-301-719-000	DEC VISION INSUR		997.68				
	101-325-719-000	DEC VISION INSUR		184.00				
	101-329-719-000	DEC VISION INSUR		51.04				
	101-336-719-000	DEC VISION INSUR		36.80				
	101-370-719-000	DEC VISION INSUR		113.36				
	101-691-719-000	DEC VISION INSUR		102.08				
	101-692-719-000	DEC VISION INSUR		36.80				
	101-715-719-000	DEC VISION INSUR		25.52				
	247-000-719-000	DEC VISION INSUR		36.80				
	250-000-719-000	DEC VISION INSUR		11.28				
	592-536-719-000	DEC VISION INSUR		303.28				
Total for vendor VISEPL - VISION SERVICE PLAN:				<u>2,470.80</u>	<u>2,470.80</u>			

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 DB: Van Buren Twp

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized	PO Number
Inv Ref#	Description	Entered By					Post Date	
Vendor MAROIL - WEX BANK:								
52088367								
82194	WEX BANK	11/15/2017	11/30/2017	51.38	51.38	Open	N	
	FUEL	KTYLER					11/30/2017	
	101-301-860-001	Fuel		51.38				
Total for vendor MAROIL - WEX BANK:				51.38	51.38			

# of Invoices:	53	# Due:	53	Totals:	47,365.34	47,365.34
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:					47,365.34	47,365.34

\* 1 Net Invoices have Credits Totalling: (44.95)

--- TOTALS BY FUND ---

101 - General Fund	42,256.59	42,256.59
247 - DDA Fund	457.22	457.22
250 - Museum Fund	1,310.37	1,310.37
592 - Water/Sewer Fund	1,963.16	1,963.16
760 - Court Fund	1,378.00	1,378.00

--- TOTALS BY DEPT/ACTIVITY ---

000 -	3,145.59	3,145.59
101 - Township Board	1,355.16	1,355.16
171 - Supervisor Department	276.90	276.90
191 - Election Department	25.52	25.52
215 - Clerk Department	192.21	192.21
228 - IT Department	1,946.14	1,946.14
247 - Assessing Department	141.20	141.20
253 - Treasurer Department	298.83	298.83
265 - Building & Grounds	12,356.83	12,356.83
301 - Police Department	21,966.47	21,966.47
325 - Dispatch	385.72	385.72
329 - Ordinance Enforcement	251.86	251.86
336 - Fire Department	892.89	892.89
370 - Building/Planning Dept.	475.16	475.16
536 - Water Department	1,963.16	1,963.16
691 - Recreation Dept	1,099.68	1,099.68
692 - Seniors Dept	381.73	381.73
715 - Cable Dept	75.65	75.65
718 - Park & Lake Dept	134.64	134.64

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date	PO Number
Vendor 4IMPRINT - 4IMPRINT INC:								
5892111								
82230	4IMPRINT INC PARK HATS - UNIFORM 101-718-740-000	11/13/2017 KTYLER	12/05/2017	273.82	273.82	Open	N 12/05/2017	17-529
	101-718-740-000	HATS		232.50				
	101-718-740-000	EMBROIDERY SET-UP		35.00				
	101-718-740-000	SHIPPING		6.32				
	Total for vendor 4IMPRINT - 4IMPRINT INC:			<u>273.82</u>	<u>273.82</u>			
Vendor ABHECO - ABSOLUTE HEATING & COOLING:								
398								
82229	ABSOLUTE HEATING & COOLING PM SVCS-ROOF TOP UNITS 101-265-933-000	11/01/2017 KTYLER	12/05/2017	2,520.00	2,520.00	Open	N 12/05/2017	17-404
	101-265-933-000	PM SVCS-ROOF TOP UNITS		2,520.00				
392								
82263	ABSOLUTE HEATING & COOLING 11.1 SENIORS CRAFT RM 101-265-931-000	11/14/2017 KTYLER	12/05/2017	180.00	180.00	Open	N 12/05/2017	
	101-265-931-000	11.1 SENIORS CRAFT RM		180.00				
393								
82264	ABSOLUTE HEATING & COOLING 11.2 CABLE RM 101-265-931-000	11/14/2017 KTYLER	12/05/2017	145.00	145.00	Open	N 12/05/2017	
	101-265-931-000	11.2 CABLE RM		145.00				
394								
82265	ABSOLUTE HEATING & COOLING PD 911 RM 101-265-931-000	11/14/2017 KTYLER	12/05/2017	499.00	499.00	Open	N 12/05/2017	
	101-265-931-000	PD 911 RM		499.00				
395								
82272	ABSOLUTE HEATING & COOLING 11.3 FIRE STATION #1 101-265-931-000	11/14/2017 KTYLER	12/05/2017	680.00	680.00	Open	N 12/05/2017	
	101-265-931-000	11.3 FIRE STATION #1		680.00				
396								
82273	ABSOLUTE HEATING & COOLING 11.3 FIRE STATION #1 101-265-931-000	11/14/2017 KTYLER	12/05/2017	600.00	600.00	Open	N 12/05/2017	
	101-265-931-000	11.3 FIRE STATION #1		600.00				
397								
82274	ABSOLUTE HEATING & COOLING 11.3 FIRE STATION #2 101-265-931-000	11/14/2017 KTYLER	12/05/2017	499.00	499.00	Open	N 12/05/2017	
	101-265-931-000	11.3 FIRE STATION #2		499.00				
	Total for vendor ABHECO - ABSOLUTE HEATING & COOLING:			<u>5,123.00</u>	<u>5,123.00</u>			

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date	PO Number
Vendor AHESIG - AHEARN SIGNS:								
1025303 82262	AHEARN SIGNS EVENT SIGNS 101-718-900-000 101-718-900-000	11/13/2017 KTYLER	12/05/2017	460.00 360.00 100.00	460.00	Open	N 12/05/2017	17-540
Total for vendor AHESIG - AHEARN SIGNS:				460.00	460.00			
Vendor ALLBRO - ALLIE BROTHERS:								
67944-REVISED								
82161	ALLIE BROTHERS WINTER UNIFORMS 101-301-741-000	10/19/2017 KTYLER	12/05/2017	12.01 12.01	12.01	Open	N 12/05/2017	17-464
				SCHULZ PANTS				
67976-REVISED								
82162	ALLIE BROTHERS WINTER UNIFORMS 101-301-741-000	10/23/2017 KTYLER	12/05/2017	9.01 9.01	9.01	Open	N 12/05/2017	17-464
				PANTS				
68144 82242	ALLIE BROTHERS WINTER UNIFORMS 101-301-741-000	10/30/2017 KTYLER	12/05/2017	131.98 131.98	131.98	Open	N 12/05/2017	17-464
				PEREZ LONG SLEEVE UNIFORM SHIRT/TAPER				
68145 82243	ALLIE BROTHERS WINTER UNIFORMS 101-301-741-000 101-301-741-000	10/30/2017 KTYLER	12/05/2017	55.99 49.99 6.00	55.99	Open	N 12/05/2017	17-464
				DEVOS LONG SLEEVE UNIFORM SHIRT				
				DEVOS SET OF CHEVRONS FOR SGTS.				
68146 82244	ALLIE BROTHERS WINTER UNIFORMS 101-301-741-000	10/30/2017 KTYLER	12/05/2017	99.98 99.98	99.98	Open	N 12/05/2017	17-464
				RINI LONG SLEEVE UNIFORM SHIRTS				
68295 82245	ALLIE BROTHERS WINTER UNIFORMS 101-301-741-000 101-301-741-000	11/11/2017 KTYLER	12/05/2017	108.99 59.00 49.99	108.99	Open	N 12/05/2017	17-464
				CHAMPAGNE PANTS				
				CHAMPAGNE LONG SLEEVE UNIFORM SHIRT				
68287 82246	ALLIE BROTHERS WINTER UNIFORMS 101-301-741-000	11/11/2017 KTYLER	12/05/2017	49.99 49.99	49.99	Open	N 12/05/2017	17-464
				DANIELS LONG SLEEVE UNIFORM SHIRT				

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date	PO Number
68288 82247	ALLIE BROTHERS WINTER UNIFORMS 101-301-741-000	11/11/2017 KTYLER HILLEN PANTS	12/05/2017	118.00 118.00	118.00	Open	N 12/05/2017	17-464
68289 82248	ALLIE BROTHERS WINTER UNIFORMS 101-301-741-000	11/11/2017 KTYLER ASMITH PANTS	12/05/2017	118.00 118.00	118.00	Open	N 12/05/2017	17-464
68290 82249	ALLIE BROTHERS WINTER UNIFORMS 101-301-741-000	11/11/2017 KTYLER SHORT PANTS	12/05/2017	118.00 118.00	118.00	Open	N 12/05/2017	17-464
68291 82250	ALLIE BROTHERS WINTER UNIFORMS 101-301-741-000	11/11/2017 KTYLER BIDWELL LONG SLEEVE UNIFORM SHIRTS	12/05/2017	99.98 99.98	99.98	Open	N 12/05/2017	17-464
68292 82251	ALLIE BROTHERS WINTER UNIFORMS 101-301-741-000	11/11/2017 KTYLER HAYES PANTS	12/05/2017	118.00 118.00	118.00	Open	N 12/05/2017	17-464
68294 82252	ALLIE BROTHERS WINTER UNIFORMS 101-301-741-000 101-301-741-000	11/11/2017 KTYLER FEY PANTS FEY LONG SLEEVE UNIFORM SHIRT	12/05/2017	108.99 59.00 49.99	108.99	Open	N 12/05/2017	17-464
68171 82253	ALLIE BROTHERS WINTER UNIFORMS 101-301-741-000 101-301-741-000 101-301-741-000	11/06/2017 KTYLER KEELE PANTS KEELE LONG SLEEVE UNIFORM SHIRTS KEELE SET OF CHEVRONS FOR SGTS.	12/05/2017	229.98 118.00 99.98 12.00	229.98	Open	N 12/05/2017	17-464
68183 82254	ALLIE BROTHERS WINTER UNIFORMS 101-301-741-000 101-301-741-000 101-301-741-000 101-301-741-000 101-301-741-000	11/07/2017 KTYLER PANTS LAURAIN L/S SHIRTS (LAURAIN) WHITE SETS OF BUTTONS LAURAIN LAURAIN-EMBLEMS X 4 LAURAIN-ZIPPERS X 2	12/05/2017	281.98 118.00 99.98 32.00 8.00 24.00	281.98	Open	N 12/05/2017	17-464

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68422 82255	ALLIE BROTHERS WINTER UNIFORMS 101-301-741-000	11/20/2017 KTYLER	12/05/2017	99.98	99.98	Open	N 12/05/2017	17-464
	BUCKBERRY LONG SLEEVE UNIFORM SHIRTS			99.98				
68293 82256	ALLIE BROTHERS WINTER UNIFORMS 101-301-741-000	11/11/2017 KTYLER	12/05/2017	158.98	158.98	Open	N 12/05/2017	17-464
	MOWBRAY PANTS			59.00				
	MOWBRAY LONG SLEEVE UNIFORM SHIRTS			99.98				
68435 82257	ALLIE BROTHERS WINTER UNIFORMS 101-301-741-000	11/20/2017 KTYLER	12/05/2017	99.98	99.98	Open	N 12/05/2017	17-464
	MCCORMICK LONG SLEEVE UNIFORM SHIRTS			99.98				
68436 82258	ALLIE BROTHERS WINTER UNIFORMS 101-301-741-000	11/20/2017 KTYLER	12/05/2017	276.98	276.98	Open	N 12/05/2017	17-464
	FLORO PANTS			177.00				
	FLORO LONG SLEEVE UNIFORM SHIRTS			99.98				
68437 82259	ALLIE BROTHERS UNIFORMS FOR NEW HIRE (DANIEL S 101-301-741-000 101-301-741-000 101-301-741-000	11/20/2017 KTYLER	12/05/2017	354.96	354.96	Open	N 12/05/2017	17-522
	UNIFORM L/S SHIRTS			164.97				
	UNIFORM PANTS			177.00				
	NAME TAG			12.99				
68375 82260	ALLIE BROTHERS SPARE TIES/WINTER STOCKING HATS 101-301-741-000	11/17/2017 KTYLER	12/05/2017	299.47	299.47	Open	N 12/05/2017	17-465
	BLAUER (FLEECE-LINED SKULL CAP (REG)			71.97				
	BLAUER (FLEECE-LINED SKULL CAP (OS)			215.91				
	SHIPPING			11.59				
	Total for vendor ALLBRO - ALLIE BROTHERS:			2,951.23	2,951.23			
<hr/>								
Vendor ALLALA - ALLSTAR ALARM LLC:								
220489 82283	ALLSTAR ALARM LLC 12.1-2.28.18 FIRE SYSTEM TEST/IN 101-265-931-000	11/15/2017 KTYLER	12/05/2017	246.00	246.00	Open	N 12/05/2017	
	12.1-2.28.18 FIRE SYSTEM TEST/INSP			246.00				
	Total for vendor ALLALA - ALLSTAR ALARM LLC:			246.00	246.00			

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Vendor AWCC - ASSOC OF WAYNE COUNTY CLERKS:								
DUES								
82286	ASSOC OF WAYNE COUNTY CLERKS	11/27/2017	12/05/2017	100.00	100.00	Open	N	
	2018 AWCC DUES	KTYLER					12/05/2017	
	101-000-123-000	LWRIGHT 2018 AWCC DUES		50.00				
	101-000-123-000	MONTGOMERY 2018 AWCC DUES		50.00				
	Total for vendor AWCC - ASSOC OF WAYNE COUNTY CLERKS:			<u>100.00</u>	<u>100.00</u>			

Vendor BASIC - BASIC:

10-147688

82318	BASIC	11/17/2017	12/05/2017	631.00	631.00	Open	N	
	JAN-DEC 2018 FSA RENEWAL/EMPLOYE	KTYLER					12/05/2017	
	101-171-956-000	JAN-DEC 2018 FSA RENEWAL/EMPLOYEE MAI		631.00				
	Total for vendor BASIC - BASIC:			<u>631.00</u>	<u>631.00</u>			

Vendor BEAUSU - BELLEVILLE AUTO SUPPLY:

698471

82279	BELLEVILLE AUTO SUPPLY	11/01/2017	12/05/2017	60.06	60.06	Open	N	
	507 FUEL/WTR SEP FILTER	KTYLER					12/05/2017	
	592-536-932-000	507 FUEL/WTR SEP FILTER		60.06				
	Total for vendor BEAUSU - BELLEVILLE AUTO SUPPLY:			<u>60.06</u>	<u>60.06</u>			

Vendor TOWCAR - CAROL TOWLES:

TRAVEL

82322	CAROL TOWLES	11/30/2017	12/05/2017	210.17	210.17	Open	N	
	11.28-29 MTA ACCT/PAYROLL WKSHP	KTYLER					12/05/2017	
	101-215-860-000	11.28-29 MTA ACCT/PAYROLL WKSHP MILEA		102.72				
	101-215-861-000	11.28-29 MTA ACCT WKSP LODGING/MEAL		107.45				
	Total for vendor TOWCAR - CAROL TOWLES:			<u>210.17</u>	<u>210.17</u>			

Vendor WHICAR - CAROLE WHITELEY:

REIMBURSE

82314	CAROLE WHITELEY	11/15/2017	12/05/2017	42.50	42.50	Open	N	
	REIMB FOR SUPPLIES-MOSIAC WKSHP	KTYLER					12/05/2017	
	101-692-742-000	REIMB FOR SUPPLIES-MOSIAC WKSHP		42.50				
	Total for vendor WHICAR - CAROLE WHITELEY:			<u>42.50</u>	<u>42.50</u>			

Vendor CDWGOV - CDW GOVERNMENT:

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KWN9469 82241	CDW GOVERNMENT MICROSOFT SURFACE PRO 15 101-370-970-000	11/21/2017 KTYLER	12/05/2017	1,234.05	1,234.05	Open	N 12/05/2017	17-482
	MICROSOFT SURFACE PRO 15			1,234.05				
	Total for vendor CDWGOV - CDW GOVERNMENT:			<u>1,234.05</u>	<u>1,234.05</u>			

Vendor DEBCAT - DEB'S CATERING:

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date	PO Number
CATERER 82294	DEB'S CATERING CHRISTMAS PARTY (CATERING) BAL D 101-692-742-000	11/22/2017 KTYLER	12/05/2017	970.50	970.50	Open	N 12/05/2017	
	CHRISTMAS PARTY (CATERING) BAL DUE			970.50				
	Total for vendor DEBCAT - DEB'S CATERING:			<u>970.50</u>	<u>970.50</u>			

Vendor AEROTR - DETROIT REGION AEROTROPOLIS DVLPMT :

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date	PO Number
DUES 82299	DETROIT REGION AEROTROPOLIS DVLPMT 2017 AEROTROPOLIS DUES (DDA) 247-000-810-000	11/21/2017 KTYLER	12/05/2017	25,000.00	25,000.00	Open	N 12/05/2017	
	2017 AEROTROPOLIS DUES (DDA)			25,000.00				
	Total for vendor AEROTR - DETROIT REGION AEROTROPOLIS DVLPMT :			<u>25,000.00</u>	<u>25,000.00</u>			

Vendor MCCDON - DONOVAN MCCARTHY:

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date	PO Number
REIMBURSE 82312	DONOVAN MCCARTHY 11.14-15 COURT PARKING/MEAL 101-301-956-000	11/16/2017 KTYLER	12/05/2017	26.49	26.49	Open	N 12/05/2017	
	11.14-15 COURT PARKING/MEAL			26.49				
	Total for vendor MCCDON - DONOVAN MCCARTHY:			<u>26.49</u>	<u>26.49</u>			

Vendor ELESOU - ELECTION SOURCE:

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date	PO Number
38022 82315	ELECTION SOURCE 11.7 SPECIAL ELECTION-TEST DECK 101-191-956-000	11/15/2017 KTYLER	12/05/2017	380.00	380.00	Open	N 12/05/2017	
	11.7 SPECIAL ELECTION-TEST DECK CREAT			380.00				
	Total for vendor ELESOU - ELECTION SOURCE:			<u>380.00</u>	<u>380.00</u>			

Vendor ELSESY - ELECTRONIC SECURITY SYSTEMS:

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date	PO Number
SI-048076 82276	ELECTRONIC SECURITY SYSTEMS RPR READER'S-WATER POLE BARN, CO 592-536-931-000	11/22/2017 KTYLER	12/05/2017	718.00	718.00	Open	N 12/05/2017	
	RPR READER'S-WATER POLE BARN, COMP FA			718.00				

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Inv Ref#	Description	Entered By					Post Date	
Total for vendor ELSESY - ELECTRONIC SECURITY SYSTEMS:				718.00	718.00			
Vendor ELICLE - ELITE CLEANING & CATASTROPHE RESTOR:								
32450								
82160	ELITE CLEANING & CATASTROPHE RESTO	11/06/2017	12/05/2017	1,250.00	1,250.00	Open	N	17-519
	CARPET CLEANING SENIOR/POLICE/HO	KTYLER					12/05/2017	
	101-265-931-000	CARPET CLEANING SENIOR/POLICE/HOT SPO		1,250.00				
Total for vendor ELICLE - ELITE CLEANING & CATASTROPHE RESTOR:				1,250.00	1,250.00			
Vendor ESRI - ENVIROMENTAL SYSTEMS RESEARCH INST:								
93378004								
82234	ENVIROMENTAL SYSTEMS RESEARCH INST	11/21/2017	12/05/2017	2,400.00	2,400.00	Open	N	17-563
	ARCGIS ONLINE LICENSES FOR W&S D	KTYLER					12/05/2017	
	592-536-956-000	ARCGIS LICENSES (2 USERS, 3 YR LICENS		2,400.00				
Total for vendor ESRI - ENVIROMENTAL SYSTEMS RESEARCH INST:				2,400.00	2,400.00			
Vendor FEDEX - FEDEX:								
5-997-34302								
82306	FEDEX	11/17/2017	12/05/2017	78.97	78.97	Open	N	
	RMA DEPT-EXCHANGE	KTYLER					12/05/2017	
	101-301-956-000	RMA DEPT-EXCHANGE		78.97				
Total for vendor FEDEX - FEDEX:				78.97	78.97			
Vendor FRAPCO - FRISCHMAN APPRAISAL & CONSULTING:								
ASSESSOR								
82311	FRISCHMAN APPRAISAL & CONSULTING	11/17/2017	12/05/2017	3,333.00	3,333.00	Open	N	
	INDEPENDENT CONTRACTOR-ASSESSING	KTYLER					12/05/2017	
	101-247-819-000	INDEPENDENT CONTRACTOR-ASSESSING		3,333.00				
Total for vendor FRAPCO - FRISCHMAN APPRAISAL & CONSULTING:				3,333.00	3,333.00			
Vendor GARFAN - GARDEN FANTASY GREENHOUSE:								
031151								
82228	GARDEN FANTASY GREENHOUSE	11/21/2017	12/05/2017	135.00	135.00	Open	N	17-565
	3 LIGHTED WREATHS - 1 FOR DOOR,	KTYLER					12/05/2017	
	101-101-956-000	3 LIGHTED WREATHS FOR MUSEUM		135.00				
Total for vendor GARFAN - GARDEN FANTASY GREENHOUSE:				135.00	135.00			
Vendor GAMOGR - GASIOREK, MORGAN, GRECO & MCCAULEY, :								

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6690-1 82163	GASIOREK, MORGAN, GRECO & MCCAULEY SEPT LEGAL SVCS 101-210-801-000 592-536-801-002	KTYLER KTYLER SEPT LEGAL SVCS SEPT LEGAL SVCS	10/03/2017 12/05/2017	129.95 92.26 37.69	129.95	Open	N 12/05/2017	
6691-1 82164	GASIOREK, MORGAN, GRECO & MCCAULEY SEPT LEGAL SVCS 101-210-801-000 592-536-801-002	KTYLER KTYLER SEPT LEGAL SVCS SEPT LEGAL SVCS	10/03/2017 12/05/2017	15.60 11.08 4.52	15.60	Open	N 12/05/2017	
6692-1 82165	GASIOREK, MORGAN, GRECO & MCCAULEY SEPT DDA LEGAL SVCS 247-000-803-000	KTYLER KTYLER SEPT DDA LEGAL SVCS	10/03/2017 12/05/2017	490.06 490.06	490.06	Open	N 12/05/2017	
6693-1 82166	GASIOREK, MORGAN, GRECO & MCCAULEY SEPT LEGAL SVCS 101-210-801-000 592-536-801-002	KTYLER KTYLER SEPT LEGAL SVCS SEPT LEGAL SVCS	10/03/2017 12/05/2017	364.35 258.69 105.66	364.35	Open	N 12/05/2017	
6694-1 82167	GASIOREK, MORGAN, GRECO & MCCAULEY SEPT LEGAL SVCS 101-210-801-000 592-536-801-002	KTYLER KTYLER SEPT LEGAL SVCS SEPT LEGAL SVCS	10/03/2017 12/05/2017	3,995.53 2,836.83 1,158.70	3,995.53	Open	N 12/05/2017	
6695-1 82168	GASIOREK, MORGAN, GRECO & MCCAULEY SEPT LEGAL SVCS 101-210-801-000 592-536-801-002	KTYLER KTYLER SEPT LEGAL SVCS SEPT LEGAL SVCS	10/03/2017 12/05/2017	4,013.86 2,849.84 1,164.02	4,013.86	Open	N 12/05/2017	
6696-1 82169	GASIOREK, MORGAN, GRECO & MCCAULEY SEPT LEGAL SVCS 101-210-801-000 592-536-801-002	KTYLER KTYLER SEPT LEGAL SVCS SEPT LEGAL SVCS	10/03/2017 12/05/2017	2,695.69 1,913.94 781.75	2,695.69	Open	N 12/05/2017	
6759 82170	GASIOREK, MORGAN, GRECO & MCCAULEY OCT LEGAL SVCS 101-210-801-000 592-536-801-002	KTYLER KTYLER OCT LEGAL SVCS OCT LEGAL SVCS	11/03/2017 12/05/2017	109.20 77.53 31.67	109.20	Open	N 12/05/2017	

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6761 82171	GASIOREK, MORGAN, GRECO & MCCAULEY OCT LEGAL SVCS 101-210-801-000 592-536-801-002	11/03/2017 KTYLER OCT LEGAL SVCS OCT LEGAL SVCS	12/05/2017	141.40 100.39 41.01	141.40	Open	N 12/05/2017	
6762 82172	GASIOREK, MORGAN, GRECO & MCCAULEY OCT DDA LEGAL SVCS 247-000-803-000	11/03/2017 KTYLER OCT DDA LEGAL SVCS	12/05/2017	455.20 455.20	455.20	Open	N 12/05/2017	
6764 82173	GASIOREK, MORGAN, GRECO & MCCAULEY OCT LEGAL SVCS 101-210-801-000 592-536-801-002	11/03/2017 KTYLER OCT LEGAL SVCS OCT LEGAL SVCS	12/05/2017	1,898.75 1,348.11 550.64	1,898.75	Open	N 12/05/2017	
6765 82174	GASIOREK, MORGAN, GRECO & MCCAULEY OCT LEGAL SVCS 101-210-801-000 592-536-801-002	11/03/2017 KTYLER OCT LEGAL SVCS OCT LEGAL SVCS	12/05/2017	1,950.87 1,385.12 565.75	1,950.87	Open	N 12/05/2017	
6766 82175	GASIOREK, MORGAN, GRECO & MCCAULEY OCT LEGAL SVCS 101-210-801-000 592-536-801-002	11/03/2017 KTYLER OCT LEGAL SVCS OCT LEGAL SVCS	12/05/2017	5,316.64 3,774.81 1,541.83	5,316.64	Open	N 12/05/2017	
6767 82176	GASIOREK, MORGAN, GRECO & MCCAULEY OCT LEGAL SVCS 101-210-801-000 592-536-801-002	11/03/2017 KTYLER OCT LEGAL SVCS OCT LEGAL SVCS	12/05/2017	4,359.84 3,095.49 1,264.35	4,359.84	Open	N 12/05/2017	
Total for vendor GAMOGR - GASIOREK, MORGAN, GRECO & MCCAULEY, :				25,936.94	25,936.94			

Vendor GENPOW - GEN POWER PRODUCTS:

100276 82285	GEN POWER PRODUCTS GENERATOR @ RYZNAR LIFT STATION 592-536-933-000	11/06/2017 KTYLER GENERATOR @ RYZNAR LIFT STATION	12/05/2017	463.75 463.75	463.75	Open	N 12/05/2017	
Total for vendor GENPOW - GEN POWER PRODUCTS:				463.75	463.75			

Vendor GEINSE - GEOGRAPHIC INFORMATION SVCS, INC:

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GIS-5417 82155	GEOGRAPHIC INFORMATION SVCS, INC GIS SUPPORT BLOCK FOR JOEL SABIN 592-536-819-000	11/14/2017 KTYLER	12/05/2017	3,500.00	3,500.00	Open	N 12/05/2017	17-094
	GIS SUPPORT BLOCK FOR JOEL SABIN 592-536-819-000			3,500.00				
	Total for vendor GEINSE - GEOGRAPHIC INFORMATION SVCS, INC:			<u>3,500.00</u>	<u>3,500.00</u>			

Vendor goprma - GONCZY'S PROPERTY MAINTENANCE:

4549 82261	GONCZY'S PROPERTY MAINTENANCE EQ BASIN HILL CLEAN UP 592-536-819-000	11/27/2017 KTYLER	12/05/2017	175.00	175.00	Open	N 12/05/2017	17-493
	EQ BASIN HILL CLEAN UP 592-536-819-000			175.00				
4518 82275	GONCZY'S PROPERTY MAINTENANCE 11.2-14 GRASS CUTTING 101-276-932-000	11/22/2017 KTYLER	12/05/2017	2,715.00	2,715.00	Open	N 12/05/2017	
	11.2-14 GRASS CUTTING 101-265-819-000			760.00				
	11.2-14 GRASS CUTTING 592-536-819-000			1,670.00				
	11.2-14 GRASS CUTTING 592-536-819-000			285.00				
	Total for vendor goprma - GONCZY'S PROPERTY MAINTENANCE:			<u>2,890.00</u>	<u>2,890.00</u>			

Vendor GOBUSO - GOVERNOR BUSINESS SOLUTIONS:

32808 82152	GOVERNOR BUSINESS SOLUTIONS OCE' COLORWAVE 500 PLOTTER 101-370-970-000	11/15/2017 KTYLER	12/05/2017	19,095.00	19,095.00	Open	N 12/05/2017	17-507
	OCE PLOTTER (PLANNING SHARE) 101-718-740-000			2,595.00				
	OCE PLOTTER (PARKS/REC SHARE) 101-692-860-000			1,500.00				
	OCE PLOTTER (SENIOR SHARE) 592-536-970-000			1,500.00				
	OCE PLOTTER (WATER & SEWER SHARE) 101-370-956-000			11,500.00				
	OCE PLOTTER (PLANNING SHARE) 101-370-956-000			2,000.00				
	Total for vendor GOBUSO - GOVERNOR BUSINESS SOLUTIONS:			<u>19,095.00</u>	<u>19,095.00</u>			

Vendor GRAING - GRAINGER:

9611005050 82300	GRAINGER DOOR HOLDER 101-265-931-000	11/09/2017 KTYLER	12/05/2017	176.04	176.04	Open	N 12/05/2017	
	DOOR HOLDER 101-265-931-000			176.04				
9611005068 82301	GRAINGER WALL CLOCKS X 10 101-265-740-000	11/09/2017 KTYLER	12/05/2017	288.90	288.90	Open	N 12/05/2017	
	WALL CLOCKS X 10 101-265-740-000			288.90				
	Total for vendor GRAING - GRAINGER:			<u>464.94</u>	<u>464.94</u>			

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Vendor INLISE - INTEGRITY LIFT SERVICES :								
140021675 82156	INTEGRITY LIFT SERVICES HI-LO PARTS/ROAD SERVICE 592-536-933-000	11/14/2017 KTYLER	12/05/2017	2,177.53	2,177.53	Open	N 12/05/2017	17-505
	HI-LO PARTS/ROAD SERVICE			2,177.53				
	Total for vendor INLISE - INTEGRITY LIFT SERVICES :			<u>2,177.53</u>	<u>2,177.53</u>			
Vendor JOROSC - JOHNSON, ROSATI, SCHULTZ & JOPPICH:								
1069492 82292	JOHNSON, ROSATI, SCHULTZ & JOPPICH OCT LEGAL SVCS 101-210-801-000	11/10/2017 KTYLER	12/05/2017	4,275.00	4,275.00	Open	N 12/05/2017	
	592-536-801-002	OCT LEGAL SVCS		3,035.25				
		OCT LEGAL SVCS		1,239.75				
1069493 82293	JOHNSON, ROSATI, SCHULTZ & JOPPICH OCT LEGAL SVCS 101-210-801-000	11/10/2017 KTYLER	12/05/2017	1,800.00	1,800.00	Open	N 12/05/2017	
	592-536-801-002	OCT LEGAL SVCS		1,278.00				
		OCT LEGAL SVCS		522.00				
	Total for vendor JOROSC - JOHNSON, ROSATI, SCHULTZ & JOPPICH:			<u>6,075.00</u>	<u>6,075.00</u>			
Vendor JOHLIT - JOHNSTON LITHOGRAPH, INC.:								
93323 82153	JOHNSTON LITHOGRAPH, INC. PROPERTY REPORT/COURT DOCKET FOR 101-301-743-000	11/14/2017 KTYLER	12/05/2017	190.00	190.00	Open	N 12/05/2017	17-535
	COURT DOCKET FORMS (NCR)			190.00				
	Total for vendor JOHLIT - JOHNSTON LITHOGRAPH, INC.:			<u>190.00</u>	<u>190.00</u>			
Vendor JPCOOK - JP Cooke Co.:								
481303 82149	JP Cooke Co. LWRIGHT/MONTGOMERY SIGNATURE STA 101-248-727-000	11/13/2017 KTYLER	12/05/2017	62.90	62.90	Open	N 12/05/2017	17-541
	LWRIGHT/MONTGOMERY SIGNATURE STAMPS			57.40				
	101-248-727-000	SHIPPING COSTS		5.50				
	Total for vendor JPCOOK - JP Cooke Co.:			<u>62.90</u>	<u>62.90</u>			
Vendor KENIND - KENNEDY INDUSTRIES INC:								
581072 82317	KENNEDY INDUSTRIES INC EMERGENCY FIELD SVCS BECKLEY LIF	11/08/2017 KTYLER	12/05/2017	4,487.50	4,487.50	Open	N 12/05/2017	

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	GL Distribution 592-536-970-000			4,487.50				
	EMERGENCY FIELD SVCS BECKLEY LIFT STA							
	Total for vendor KENIND - KENNEDY INDUSTRIES INC:			<u>4,487.50</u>	<u>4,487.50</u>			

Vendor KIDRWA - KITCH DRUTCHAS WAGNER VALITUTTI & S:

417887								
82287	KITCH DRUTCHAS WAGNER VALITUTTI & OCT STMT	11/17/2017 KTYLER	12/05/2017	150.00	150.00	Open	N 12/05/2017	
	101-210-801-000	TELECOM ISSUES		150.00				
	Total for vendor KIDRWA - KITCH DRUTCHAS WAGNER VALITUTTI & S:			<u>150.00</u>	<u>150.00</u>			

Vendor ABNLAU - LAURA ABNEY:

	INSTRUCTOR							
82296	LAURA ABNEY FALL CHEERLEADING INSTRUCTOR	11/17/2017 KTYLER	12/05/2017	932.00	932.00	Open	N 12/05/2017	
	101-691-742-000	FALL CHEERLEADING INSTRUCTOR		932.00				
	Total for vendor ABNLAU - LAURA ABNEY:			<u>932.00</u>	<u>932.00</u>			

Vendor LOHUSU - LOWER HURON SUPPLY:

416514								
82157	LOWER HURON SUPPLY BABY CHANGE STATIONS/RECYCLE BIN	11/13/2017 KTYLER	12/05/2017	1,131.70	1,131.70	Open	N 12/05/2017	17-542
	101-265-740-000	BABY CHANGE STATIONS/RECYCLE BINS		1,131.70				
416806								
82277	LOWER HURON SUPPLY JANITORIAL SUPPLIES	11/15/2017 KTYLER	12/05/2017	138.54	138.54	Open	N 12/05/2017	
	101-336-740-000	JANITORIAL SUPPLIES		138.54				
416835								
82278	LOWER HURON SUPPLY JANITORIAL SUPPLIES	11/16/2017 KTYLER	12/05/2017	15.00	15.00	Open	N 12/05/2017	
	101-265-740-000	JANITORIAL SUPPLIES		15.00				
	Total for vendor LOHUSU - LOWER HURON SUPPLY:			<u>1,285.24</u>	<u>1,285.24</u>			

Vendor MAJGRA - MAJIK GRAPHICS:

16705								
82313	MAJIK GRAPHICS TWP HALL-DOOR/EMERGENCY EXIT DEC	11/10/2017 KTYLER	12/05/2017	149.50	149.50	Open	N 12/05/2017	
	101-265-931-000	TWP HALL-DOOR/EMERGENCY EXIT DECALS		149.50				
	Total for vendor MAJGRA - MAJIK GRAPHICS:			<u>149.50</u>	<u>149.50</u>			

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Vendor MAFOSE - MARQUIS FOOD SERVICE:								
8199 82270	MARQUIS FOOD SERVICE PRISONER MEALS 101-301-862-000	11/03/2017 KTYLER	12/05/2017	173.00 173.00	173.00	Open	N 12/05/2017	
8217 82271	MARQUIS FOOD SERVICE PRISONER MEALS 101-301-862-000	11/17/2017 KTYLER	12/05/2017	254.25 254.25	254.25	Open	N 12/05/2017	
Total for vendor MAFOSE - MARQUIS FOOD SERVICE:				<u>427.25</u>	<u>427.25</u>			
Vendor MMLWCF - MML WORKERS COMP FUND:								
8510204 82307	MML WORKERS COMP FUND JAN-MAR 2018 WORKER'S COMP INSUR 101-000-123-000	11/01/2017 KTYLER	12/05/2017	52,025.00 31,215.00	52,025.00	Open	N 12/05/2017	
	592-000-123-000	JAN-MAR 2018 WORKER'S COMP INSUR		<u>20,810.00</u>				
Total for vendor MMLWCF - MML WORKERS COMP FUND:				<u>52,025.00</u>	<u>52,025.00</u>			
Vendor KEGNAN - NANCY KEGLEY:								
INSTRUCTOR 82298	NANCY KEGLEY FALL KID KWON DO INSTRUCTOR 101-691-742-000	11/17/2017 KTYLER	12/05/2017	90.00 90.00	90.00	Open	N 12/05/2017	
Total for vendor KEGNAN - NANCY KEGLEY:				<u>90.00</u>	<u>90.00</u>			
Vendor PFMFIN - PFM FINANCIAL ADIVSORS :								
500819 82304	PFM FINANCIAL ADIVSORS LDFA BOND DISCLOSER FILING FEE 251-000-803-000	11/01/2017 KTYLER	12/05/2017	1,100.00 1,100.00	1,100.00	Open	N 12/05/2017	
Total for vendor PFMFIN - PFM FINANCIAL ADIVSORS :				<u>1,100.00</u>	<u>1,100.00</u>			
Vendor PRISYS - PRINTING SYSTEMS INC:								
200444 82154	PRINTING SYSTEMS INC VOTER CARDS 101-191-727-000	11/08/2017 KTYLER	12/05/2017	425.38 112.00	425.38	Open	N 12/05/2017	17-543
	101-191-727-000	MASTER CARDS ID CARDS		<u>222.00</u>				

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	GL Distribution							
	101-191-727-000	PINK CARDS		60.00				
	101-191-727-000	SHIPPING CHARGES		31.38				
	Total for vendor PRISYS - PRINTING SYSTEMS INC:			<u>425.38</u>	<u>425.38</u>			

Vendor PRONEM - PRIORITY ONE EMERGENCY:

70035624								
82158	PRIORITY ONE EMERGENCY	11/15/2017	12/05/2017	98.99	98.99	Open	N	17-467
	UNIFORMS FOR DETECTIVE BUREAU	KTYLER					12/05/2017	
	101-301-741-000	5.11 BIG HORN JACKET (NAVY)	HERNANDE	98.99				
70035625								
82159	PRIORITY ONE EMERGENCY	11/15/2017	12/05/2017	102.99	102.99	Open	N	17-467
	UNIFORMS FOR DETECTIVE BUREAU	KTYLER					12/05/2017	
	101-301-741-000	5.11 BIG HORN JACKET (NAVY)	NEW HIRE	102.99				
	Total for vendor PRONEM - PRIORITY ONE EMERGENCY:			<u>201.98</u>	<u>201.98</u>			

Vendor QUILL - QUILL CORPORATION:

2462739								
82150	QUILL CORPORATION	11/14/2017	12/05/2017	322.77	322.77	Open	N	17-544
	OFFICE SUPPLIES	KTYLER					12/05/2017	
	101-691-740-000	DURACELL ALKALINE AA BATTERIES 16 PAC		15.99				
	101-691-740-000	QUILL BRIGHT COLOR PAPER BLUE		64.80				
	101-691-740-000	QUILL BRIGHT COLOR PAPER YELLOW		64.80				
	101-691-740-000	QUILL BRIGHT COLOR PAPER GREEN		64.80				
	101-691-740-000	QUILL BRIGHT COLOR PAPER ORANGE		64.80				
	101-718-740-000	BROTHER YELLOW INK LC79Y		47.58				
2494833								
82151	QUILL CORPORATION	11/15/2017	12/05/2017	113.98	113.98	Open	N	17-532
	SUPPLIES FOR DISPATCH/FD	KTYLER					12/05/2017	
	101-336-740-000	CHAIR MATS (FD)	901-2521470	56.99				
	101-325-740-000	CHAIR MAT (DISPATCH)	901-2521480	56.99				
2653187								
82232	QUILL CORPORATION	11/21/2017	12/05/2017	158.32	158.32	Open	N	17-559
	TREASURY DEPARTMENT TONER AND TA	KTYLER					12/05/2017	
	101-253-956-000	901-79766	QUILL TONER SEAN	69.69				
	101-253-956-000	901-07784	CARBON-LESS CALC ROLLS 12 C	27.05				
	101-253-956-000	901-1005409	TN660 KATHY	49.29				
	101-253-956-000	901-104380	GREEN TAX BILL PAPER	12.29				
2541770								
82235	QUILL CORPORATION	11/16/2017	12/05/2017	43.70	43.70	Open	N	17-558
	GENERAL OFFICE AND ELECTION SUPP	KTYLER					12/05/2017	

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Inv Ref#	Description	Entered By					Post Date	
	GL Distribution							
	101-191-727-000	12 PACK POLY DOCUMENT CASE		43.70				
2543459								
82236	QUILL CORPORATION	11/16/2017	12/05/2017	308.58	308.58	Open	N	17-558
	GENERAL OFFICE AND ELECTION SUPP	KTYLER					12/05/2017	
	101-248-727-000	6 PACK CANNED AIR		39.99				
	101-248-727-000	CARDSTOCK		73.74				
	101-248-727-000	2 INCH BINDERS FOR DAN		36.84				
	101-191-727-000	LARGE PENCIL CASE		4.04				
	101-248-727-000	10 JUMBO PAPER CLIP		18.02				
	101-248-727-000	ELECTRONIC STAPLER		63.95				
	101-248-727-000	FILE FOLDER LABELS		19.26				
	101-248-727-000	POP UP POST IT NOTES		19.99				
	101-248-727-000	12 PACK CD BUBBLE MAILER		32.75				
2574525								
82237	QUILL CORPORATION	11/17/2017	12/05/2017	41.96	41.96	Open	N	17-558
	GENERAL OFFICE AND ELECTION SUPP	KTYLER					12/05/2017	
	101-191-727-000	5 PACK PLASTIC DOCUMENT BOX		41.96				
2577967								
82238	QUILL CORPORATION	11/17/2017	12/05/2017	20.99	20.99	Open	N	17-558
	GENERAL OFFICE AND ELECTION SUPP	KTYLER					12/05/2017	
	101-248-727-000	PICTURE FRAME		20.99				
2578126								
82239	QUILL CORPORATION	11/17/2017	12/05/2017	1.63	1.63	Open	N	17-558
	GENERAL OFFICE AND ELECTION SUPP	KTYLER					12/05/2017	
	101-191-727-000	PENCIL CASE		1.63				
2609952								
82240	QUILL CORPORATION	11/20/2017	12/05/2017	15.82	15.82	Open	N	17-558
	GENERAL OFFICE AND ELECTION SUPP	KTYLER					12/05/2017	
	101-248-727-000	WALL SIGN		15.82				
	Total for vendor QUILL - QUILL CORPORATION:			<u>1,027.75</u>	<u>1,027.75</u>			

Vendor RIPLHE - RICHARD'S PLUMBING & HEATING INC:

14818								
82284	RICHARD'S PLUMBING & HEATING INC	11/16/2017	12/05/2017	1,260.00	1,260.00	Open	N	17-556
	WINTERIZE TWP BUILDINGS/BATHROOM	KTYLER					12/05/2017	
	101-265-931-000	WINTERIZE TWP BUILDINGS/BATHROOMS		1,260.00				
	Total for vendor RIPLHE - RICHARD'S PLUMBING & HEATING INC:			<u>1,260.00</u>	<u>1,260.00</u>			

Vendor RICOH - RICOH USA INC:

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Inv Ref#	Description	Entered By					Post Date	
5051188894								
82319	RICOH USA INC	11/09/2017	12/05/2017	95.72	95.72	Open	N	
	11.11-2.10.18 COPIER MAINT W/S G	KTYLER					12/05/2017	
	592-536-937-000	11.11-2.10.18 COPIER MAINT W/S GARAGE		95.72				
5051188904								
82320	RICOH USA INC	11/09/2017	12/05/2017	366.30	366.30	Open	N	
	8.11-11.10 COPIER MAINT MUSEUM	KTYLER					12/05/2017	
	250-000-727-000	8.11-11.10 COPIER MAINT MUSEUM		366.30				
5051287768								
82321	RICOH USA INC	11/16/2017	12/05/2017	27.18	27.18	Open	N	
	8.22-11.21 COPIER MAINT POLICE	KTYLER					12/05/2017	
	101-301-933-000	8.22-11.21 COPIER MAINT POLICE		27.18				
	Total for vendor RICOH - RICOH USA INC:			<u>489.20</u>	<u>489.20</u>			

Vendor ROBOTR - ROBOTRONICS:

100013								
82308	ROBOTRONICS	11/16/2017	12/05/2017	6,920.00	6,920.00	Open	N	
	PLUGGIE THE FIREPLUG DELUXE PCKG	KTYLER					12/05/2017	
	101-336-750-000	PLUGGIE THE FIREPLUG DELUXE PCKGE		6,920.00				
	Total for vendor ROBOTR - ROBOTRONICS:			<u>6,920.00</u>	<u>6,920.00</u>			

Vendor SCHROS - ROSA SCHOFIELD:

INSTRUCTOR								
82297	ROSA SCHOFIELD	11/17/2017	12/05/2017	157.20	157.20	Open	N	
	FALL ADULT/KIDS ZUMBA INSTRUCTOR	KTYLER					12/05/2017	
	101-691-742-000	FALL ADULT/KIDS ZUMBA INSTRUCTOR		157.20				
	Total for vendor SCHROS - ROSA SCHOFIELD:			<u>157.20</u>	<u>157.20</u>			

Vendor EBERYA - RYAN EBERHART:

ASSISTANT								
82295	RYAN EBERHART	11/30/2017	12/05/2017	240.00	240.00	Open	N	
	ARCHIVAL ASSISTANT	KTYLER					12/05/2017	
	250-000-821-000	ARCHIVAL ASSISTANT		240.00				
	Total for vendor EBERYA - RYAN EBERHART:			<u>240.00</u>	<u>240.00</u>			

Vendor SANSEW - SANDY'S SEW & VAC:

MAINTENANCE								
82231	SANDY'S SEW & VAC	11/22/2017	12/05/2017	796.58	796.58	Open	N	17-566
	MAINTENANCE AND CLEANING OF 11 S	KTYLER					12/05/2017	

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	GL Distribution							
	101-692-933-000	MAINTENANCE CLEANING OF SEWING MACHIN		715.50				
	101-692-933-000	MAINTENANCE CLEANING AND REPLACE THR		81.08				
	Total for vendor SANSEW - SANDY'S SEW & VAC:			796.58	796.58			

Vendor SHVUA - SOUTH HURON VALLEY UTILITY ATH:

3256								
82303	SOUTH HURON VALLEY UTILITY ATH	11/15/2017	12/05/2017	89,862.00	89,862.00	Open	N	
	DEC SEWAGE O&M	KTYLER					12/05/2017	
	592-537-924-000	DEC SEWAGE O&M		89,862.00				
	Total for vendor SHVUA - SOUTH HURON VALLEY UTILITY ATH:			89,862.00	89,862.00			

Vendor SHVUA - SOUTH HURON VALLEY UTILITY AUTHORIT:

3246								
82302	SOUTH HURON VALLEY UTILITY AUTHORI	10/16/2017	12/05/2017	89,862.00	89,862.00	Open	N	
	NOV SEWAGE O&M	KTYLER					12/05/2017	
	592-537-924-000	NOV SEWAGE O&M		89,862.00				
	Total for vendor SHVUA - SOUTH HURON VALLEY UTILITY AUTHORIT:			89,862.00	89,862.00			

Vendor MDLRA - STATE OF MICHIGAN:

91082568								
82316	STATE OF MICHIGAN	11/15/2017	12/05/2017	61.50	61.50	Open	N	
	ABOVEGROUND STORAGE TANKS ANN CE	KTYLER					12/05/2017	
	101-370-824-000	ABOVEGROUND STORAGE TANKS ANN CERT FE		61.50				
	Total for vendor MDLRA - STATE OF MICHIGAN:			61.50	61.50			

Vendor MIDEQ - STATE OF MICHIGAN:

RENEWAL								
82280	STATE OF MICHIGAN	11/28/2017	12/05/2017	95.00	95.00	Open	N	
	CAINCROSS S-4 CERT RENEWAL	KTYLER					12/05/2017	
	592-536-810-000	CAINCROSS S-4 CERT RENEWAL		95.00				
	Total for vendor MIDEQ - STATE OF MICHIGAN:			95.00	95.00			

Vendor STTHPA - STOECK THE PANTRY:

TRAINING								
82310	STOECK THE PANTRY	11/17/2017	12/05/2017	150.00	150.00	Open	N	
	12.4 WELLNESS TRNG-EMPLOY HLTHY	KTYLER					12/05/2017	
	101-171-956-000	12.4 WELLNESS TRNG-EMPLOY HLTHY EAT H		150.00				
	Total for vendor STTHPA - STOECK THE PANTRY:			150.00	150.00			

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Vendor SUFILA - SURE-FIT LAUNDRY:								
390968 82266	SURE-FIT LAUNDRY CLEAN PRISONER BLANKETS 101-301-862-000	11/07/2017 KTYLER	12/05/2017	50.25	50.25	Open	N 12/05/2017	
		CLEAN PRISONER BLANKETS		50.25				
391333 82267	SURE-FIT LAUNDRY CLEAN PRISONER BLANKETS 101-301-862-000	11/14/2017 KTYLER	12/05/2017	70.50	70.50	Open	N 12/05/2017	
		CLEAN PRISONER BLANKETS		70.50				
391640 82268	SURE-FIT LAUNDRY CLEAN PRISONER BLANKETS 101-301-862-000	11/21/2017 KTYLER	12/05/2017	48.00	48.00	Open	N 12/05/2017	
		CLEAN PRISONER BLANKETS		48.00				
392026 82269	SURE-FIT LAUNDRY CLEAN PRISONER BLANKETS 101-301-862-000	11/28/2017 KTYLER	12/05/2017	75.00	75.00	Open	N 12/05/2017	
		CLEAN PRISONER BLANKETS		75.00				
	Total for vendor SUFILA - SURE-FIT LAUNDRY:			<u>243.75</u>	<u>243.75</u>			
Vendor ENVPRI - THE ENVELOPE PRINTERY:								
IN104033 82233	The Envelope Printery WATER BILL ENVELOPES 592-536-727-000	11/20/2017 KTYLER	12/05/2017	1,242.50	1,242.50	Open	N 12/05/2017	17-538
		#10 WINDOW WATER DEPT		1,242.50				
	Total for vendor ENVPRI - THE ENVELOPE PRINTERY:			<u>1,242.50</u>	<u>1,242.50</u>			
Vendor TNTTRE - TNT TREE SERVICE INC:								
346816 82305	TNT TREE SERVICE INC P#83-062-99-0002-000 TREE REMOVA 101-329-819-000	11/20/2017 KTYLER	12/05/2017	450.00	450.00	Open	N 12/05/2017	
		P#83-062-99-0002-000 TREE REMOVAL		450.00				
	Total for vendor TNTTRE - TNT TREE SERVICE INC:			<u>450.00</u>	<u>450.00</u>			
Vendor WENTOD - TODD WENZEL BUICK GMC OF WESTLAND:								
4637704/4 82227	TODD WENZEL BUICK GMC OF WESTLAND REPAIRS TO #516 592-536-932-000	11/16/2017 KTYLER	12/05/2017	2,009.23	2,009.23	Open	N 12/05/2017	17-547
		REPAIRS TO #516		2,009.23				
	Total for vendor WENTOD - TODD WENZEL BUICK GMC OF WESTLAND:			<u>2,009.23</u>	<u>2,009.23</u>			

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date	PO Number
Vendor UISSCA - UIS SCADA:								
530352338 82281	UIS SCADA 11.6 TROUBLESHOOT BECKLEY LS-FUR 592-537-970-000	11/20/2017 KTYLER	12/05/2017	1,144.77	1,144.77	Open	N 12/05/2017	
	11.6 TROUBLESHOOT BECKLEY LS-FURNISH/			1,144.77				
530352381 82282	UIS SCADA TO ADD WATER FLOW TOTAL PROGRAMI 592-537-970-000	11/24/2017 KTYLER	12/05/2017	3,300.00	3,300.00	Open	N 12/05/2017	17-469
	TO ADD WATER FLOW TOTAL PROGRAMING			3,300.00				
	Total for vendor UISSCA - UIS SCADA:			<u>4,444.77</u>	<u>4,444.77</u>			
Vendor VBPUSC - VAN BUREN PUBLIC SCHOOL:								
SUMCAMTRANS								
82309	VAN BUREN PUBLIC SCHOOL SUMMER CAMP TRANSPORTATION 101-691-742-001	11/15/2017 KTYLER	12/05/2017	19,846.75	19,846.75	Open	N 12/05/2017	
	CAMP PICK/DROP OFFS			14,937.00				
	CAMP FIELD TRIPS 101-691-742-001			4,909.75				
	Total for vendor VBPUSC - VAN BUREN PUBLIC SCHOOL:			<u>19,846.75</u>	<u>19,846.75</u>			
Vendor VARNUM - VARNUM ATTORNEYS AT LAW:								
1018429 82288	VARNUM ATTORNEYS AT LAW OCT LEGAL SVCS 101-210-801-000	11/13/2017 KTYLER	12/05/2017	540.00	540.00	Open	N 12/05/2017	
	OCT LEGAL SVCS			383.40				
	OCT LEGAL SVCS 592-536-801-002			156.60				
	Total for vendor VARNUM - VARNUM ATTORNEYS AT LAW:			<u>540.00</u>	<u>540.00</u>			
# of Invoices:	121	# Due:	121	Totals:	387,451.93		387,451.93	
# of Credit Memos:	0	# Due:	0	Totals:	0.00		0.00	
Net of Invoices and Credit Memos:					<u>387,451.93</u>		<u>387,451.93</u>	

11/30/2017 02:22 PM  
User: KTYLER  
DB: Van Buren Twp

INVOICE REGISTER REPORT FOR VAN BUREN TOWNSHIP  
POST DATES 12/05/2017 - 12/05/2017  
BOTH JOURNALIZED AND UNJOURNALIZED  
OPEN  
12/05/2017 VOUCHER

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized	PO Number
Inv Ref#	Description	Entered By					Post Date	
--- TOTALS BY FUND ---								
	101 - General Fund			116,446.37	116,446.37			
	247 - DDA Fund			25,945.26	25,945.26			
	250 - Museum Fund			606.30	606.30			
	251 - LDFA Fund			1,100.00	1,100.00			
	592 - Water/Sewer Fund			243,354.00	243,354.00			
--- TOTALS BY DEPT/ACTIVITY ---								
	000 -			79,776.56	79,776.56			
	101 - Township Board			135.00	135.00			
	171 - Supervisor Department			781.00	781.00			
	191 - Election Department			896.71	896.71			
	210 - Attorney Fees			22,590.74	22,590.74			
	215 - Clerk Department			210.17	210.17			
	247 - Assessing Department			3,333.00	3,333.00			
	248 - General Office			404.25	404.25			
	253 - Treasurer Department			158.32	158.32			
	265 - Building & Grounds			11,310.14	11,310.14			
	276 - Cemetery			760.00	760.00			
	301 - Police Department			4,146.85	4,146.85			
	325 - Dispatch			56.99	56.99			
	329 - Ordinance Enforcement			450.00	450.00			
	336 - Fire Department			7,115.53	7,115.53			
	370 - Building/Planning Dept.			5,890.55	5,890.55			
	536 - Water Department			38,375.23	38,375.23			
	537 - Sewer Department			184,168.77	184,168.77			
	691 - Recreation Dept			21,301.14	21,301.14			
	692 - Seniors Dept			3,309.58	3,309.58			
	718 - Park & Lake Dept			2,281.40	2,281.40			

# Charter Township of Van Buren

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

## REQUEST FOR BOARD ACTION

**WORK STUDY MEETING DATE:**  
2017-12-04

**BOARD MEETING DATE:**  
2017-12-05

Consent Agenda  New Business  Unfinished Business  Public Hearing

<b>ITEM (SUBJECT)</b>	Resolution 2017-30 Annual Wayne County Maintenance Permit A-18045
<b>DEPARTMENT</b>	Public Services – Water & Sewer
<b>PRESENTER</b>	Water & Sewer Director James T. Taylor
<b>PHONE NUMBER</b>	734-699-8947
<b>INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)</b>	

### Agenda topic

<b>ACTION REQUESTED</b>	
Recommend to the Township Board to approve Resolution 2017-30 for the Annual Wayne County Maintenance Permit A-18045	
<b>BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)</b>	
This is an annual permit required by Wayne County for all communities utilizing Wayne County roads and right-of-ways.	

<b>BUDGET IMPLICATION</b>	none
<b>IMPLEMENTATION NEXT STEP</b>	Board approval of resolution
<b>DEPARTMENT RECOMMENDATION</b>	Approval by township board
<b>COMMITTEE/COMMISSION RECOMMENDATION</b>	Director of Public Services recommends approval
<b>ATTORNEY RECOMMENDATION</b>	-----
(May be subject to Attorney/Client Privilege and not available under FOIA)	
<b>ADDITIONAL REMARKS</b>	
<b>APPROVAL OF SUPERVISOR</b>	

**RESOLUTION  
AUTHORIZING EXECUTION OF  
ANNUAL WAYNE COUNTY MAINTENANCE PERMIT A-18045**

Resolution No. 2017-30

At a Regular Meeting of the Township Board of the Charter Township of Van Buren, County of Wayne, State of Michigan held in the Township on December 5, 2017 at 7:00 p.m., the following resolution was offered:

PRESENT \_\_\_\_\_  
ABSENT \_\_\_\_\_  
ON MOTION OF \_\_\_\_\_  
SUPPORTED BY \_\_\_\_\_

**WHEREAS**, the Charter Township of Van Buren (hereinafter the "Community") periodically applies to the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") for permits to conduct emergency repairs and annual maintenance work on local and County roads or County road right of way located entirely within the boundaries of the Community, as needed from time to time to maintain the roads in a condition reasonably safe and convenient for public travel;

**WHEREAS**, pursuant to Act 51 of 1951, being MCL 247.651 *et seq*, the County permits and regulates such activities, banners and related temporary road closures;

**NOW THEREFORE**, in consideration of the County granting such Permit, the Community agrees and **RESOLVES** that:

It will fulfill all permit requirements and conditions and will to the extent allowed by law save harmless, indemnify and defend the County of Wayne and all of its officers, agents and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity:

**BE IT FURTHER RESOLVED THAT:** Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors or any other person not a party to the Permit without its specific prior written consent and notwithstanding the issuance of the Permit.

**BE IT FURTHER RESOLVED THAT:** The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

BE IT FURTHER RESOLVED THAT: With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof. The incorporation by the County of this resolution as part of a Permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

BE IT FURTHER RESOLVED THAT: The Community shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED THAT: The Community shall assume full responsibility for the cost of repairing damage, if any, done to the County road during the period of road closure or partial closure.

BE IT FURTHER RESOLVED THAT: This resolution shall continue in force from this date until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED THAT: the following position(s) are authorized to apply to the County of Wayne Department of Public Services Engineering Division Permit Office for the necessary permit to work within County road right-of-way or local roads on behalf of the Community.

Name	and/or	Title
James T. Taylor		Director/Water & Sewer

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**This Resolution shall take immediate effect.**

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

RESOLUTION DECLARED ADOPTED

**CHARTER TOWNSHIP OF VAN BUREN**

By \_\_\_\_\_  
Supervisor

and \_\_\_\_\_  
Clerk

I, \_\_\_\_\_ Township Clerk of the Township of Van Buren, County of Wayne, State of Michigan, do hereby certify that the foregoing is a true copy of Resolution 2017-30 adopted by the Township Board of the Township of Van Buren, at a Regular Meeting on \_\_\_\_\_, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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Clerk  
Township of Van Buren  
County of Wayne



Warren C. Evans  
County Executive

November 15, 2017

Charter Township Of Van Buren  
46425 Tyler Rd  
Belleville, MI 48111-5217

**RE: Annual Maintenance Permit - A-18045**

Attention: Jim Taylor

Enclosed is your Wayne County Annual Maintenance Permit package. The Annual Permit authorizes a municipality to occupy Wayne County road rights-of-way for the purpose of inspection, repair and routine maintenance of the following facilities which are under its jurisdiction:

1. Sanitary sewer inspection, repair and routine maintenance.
2. Water main inspection, repair, routine maintenance and installation of residential and commercial water service connections (two-inch maximum diameter).
3. Application of dust palliatives.
4. Repair and replacement of existing sidewalks.

*Note: A separate permit will be required for final pavement repairs when pavement is broken while making either emergency or non-emergency repairs.*

In addition to the Annual Permit, the package also includes the following attachments, which are incorporated by reference into the permit:

1. *Scope of Work and Conditions for Municipal Maintenance Permits*
2. *General Conditions and Limitations of Permits*
3. *Indemnity and Insurance Attachment*
4. *Model Community Resolution*

Please review the insurance attachment carefully, since the insurance requirements have been recently updated.

The WCDPS Permit Office has published its manual, *Rules, Specifications and Procedures for Permit Construction*. This manual replaces the Permit Specifications Document which was attached to annual permits in previous years. The manual is also incorporated by reference into this annual permit and is available online at:

**[http://www.waynecounty.com/dps/construction\\_permits.htm](http://www.waynecounty.com/dps/construction_permits.htm)**

As a condition of the annual permit, the County requires that your governing body pass a blanket resolution of approval which

- a) agrees to fulfill all permit obligations and conditions
- b) to the extent allowed by law, hold harmless and defends Wayne County and its officials and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity
- c) designates and authorizes an appropriate official of the requesting municipality to sign the permit on its behalf.

Please return the original permit, signed and dated by the person authorized and designated by the resolution, along with a certified copy of the resolution and a copy of your certificate of insurance, consistent with the requirements transmitted in this package. Type the name of the designated signer below the signature line and submit these documents to:

**Wayne County Department of Public Services**  
**Permit Office**  
**Attn: Ms. Janice Clarke**  
**33809 Michigan Avenue**  
**Wayne MI 48184**

Once received, the Permit Coordinator will validate your permit and return an executed copy to you for your files.

The *Scope of Work and Conditions for Municipal Maintenance Permits* requires that the Permit Holder submit monthly reports of all work performed under this permit. These reports should be faxed to 734.595.6356.

If you have any questions regarding this Annual Permit, please contact me at 734.595.6504, extension 2002.

Sincerely,



Janice Clarke  
Permit Coordinator

C: file

Attachments: Annual Permit  
*Scope of Work and Conditions for Municipal Maintenance Permits*  
*General Conditions and Limitations of Permits*  
*Indemnity and Insurance Attachment*  
*Model Community Resolution*

Department of Public Services – Permit Office  
33809 Michigan Avenue, Wayne, MI 49184 ■ Phone (734) 595-6504 ■ Fax (734) 595-6356



PERMIT No. <b>A-18045</b>	
ISSUE DATE <b>1/1/2018</b>	EXPIRES <b>12/31/2018</b>
REVIEW No.	WORK ORDER <b>79624</b>

**PERMIT OFFICE**  
33809 MICHIGAN AVE  
WAYNE, MI 48184,  
PHONE (734) 595-6504  
FAX (734) 595-6356

72 HOURS BEFORE ANY  
CONSTRUCTION. CALL  
Various Staff  
(734) 595-6504, Ext: 2009  
FOR INSPECTION

**WAYNE COUNTY**  
**DEPARTMENT OF PUBLIC SERVICES**  
**PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN**

PROJECT NAME  
VAN BUREN TWP. - MAINTENANCE

LOCATION  
VARIOUS ROADS ( )

CITY/TWP  
VAN BUREN TWP

PERMIT HOLDER  
CHARTER TOWNSHIP OF VAN BUREN  
46425 TYLER RD  
BELLEVILLE, MI 48111-5217

CONTACT  
JIM TAYLOR (734) 699-8900

CONTRACTOR

CONTACT  
<BLANK>

DESCRIPTION OF PERMITTED ACTIVITY  
*(72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)*

TO OCCUPY THE RIGHT-OF-WAY OF COUNTY ROADS FOR THE BELOW ACTIVITIES:

1. SANITARY SEWER INSPECTION, REPAIR AND ROUTINE MAINTENANCE.
2. WATERMAIN INSPECTION, REPAIR AND ROUTINE MAINTENANCE.
3. DUST PALLATIVE, CALCIUM & SALT APPLICATIONS.
4. SIDEWALK REPAIR AND REPLACEMENT.
5. TO PERFORM STREET SWEEPING OPERATIONS DURING DAYLIGHT HOURS ONLY.

REFER TO ATTACHMENTS REFERENCED BELOW FOR ANNUAL PERMIT REQUIREMENTS AND CONDITIONS.  
ALL ATTACHMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS PERMIT.

PAVEMENT REPAIRS REQUIRE A SEPARATE PERMIT AND ARE NOT TO BE COMPLETED UNDER THE TERMS OF THIS ANNUAL PERMIT.

PERMIT HOLDER AGREES TO SUBMIT MONTHLY REPORTS OF WORK PERFORMED UNDER THIS PERMIT. (734.595.6356)

ALL ACTUAL INSPECTION COSTS, INCLUDING OVERTIME, SUPERVISION, TESTING OF MATERIAL AND EMERGENCY WORK, IF REQUIRED,  
SHALL BE BILLED.

FINANCIAL SUMMARY	DEPOSITOR	APPROVED PLANS PREPARED BY
PERMIT FEE ..... \$0.00	LETTER OF CREDIT DEPOSITO	PLANS APPROVED BY _____ DATE PLANS APPROVED 1/1/2018
PLAN REVIEW FEE..... \$0.00		REQUIRED ATTACHMENTS
PARK FEE..... \$0.00		GENERAL CONDITIONS
OTHER FEE..... \$0.00		SCOPE OF WORK AND CONDITIONS FOR MUNICIPAL MAINTENANCE PERMITS
BOND..... \$0.00		INDEMNITY AND INSURANCE ATTACHMENT
INSPECTION DEPOSIT..... \$0.00		SAMPLE COMMUNITY RESOLUTION
OTHER BOND \$0.00		RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT <a href="http://www.waynecounty.com/dps_engineering_cpoffice.htm">www.waynecounty.com/dps_engineering_cpoffice.htm</a>
TOTAL COSTS ..... \$0.00		
TOTAL CHECK AMOUNT		
CASHIER _____ DATE 1/1/2018		(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

*Jim Taylor*  
JIM TAYLOR  
PERMIT HOLDER / AUTHORIZED AGENT

DATE \_\_\_\_\_

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

PREPARED BY \_\_\_\_\_

<BLANK>  
CONTRACTOR / AUTHORIZED AGENT

DATE \_\_\_\_\_

VALIDATED BY Ms. Janice Clarke

DATE \_\_\_\_\_



**Wayne County Department of Public Services  
Engineering Division – Permit Office  
Conditions & Limitations of Permits**

**Plan Approval and Specifications:** All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current Wayne County Rules, Specifications and Procedures for Permit Construction, included as an attachment to this permit, the Wayne County Standard Plans for Permit Construction, and the MDOT Standard Specifications For Construction, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

**Fees:** The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

**Bond:** The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

**Insurance:** The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

**Indemnification / Hold Harmless:** Sub-Section 1 herein applies to all Permit Holders except Municipalities. Sub-Section 2 herein applies to Municipalities only.

1. To the extent allowed by law, the Permit Holder shall indemnify, hold harmless and defend Wayne County, its Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County.
2. To the extent allowed by law, the Municipality as Permit Holder shall hold harmless and defend Wayne County, its Department of Public Services, its officials and employees, for the Municipality's own negligence, tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, on account of injury to persons or damage to property, including property of the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of work product that is the subject of the permit. Sub-section 1 above applies to contractors, subcontractors, consultants, or agents of the Municipality. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or the Municipality's, as provided by statute or modified by court decisions.

**Permit on Site:** The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

**Notification for Start and Completion of Work:** The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.
2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

**Safety:** The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current Manual on Uniform Traffic Control Devices (MUTCD). The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MIOSEA requirements.

**Underground Utilities:** The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

**Assignability:** The permit is neither transferable nor assignable without the written consent of the County.

**Limitation of Permit:** The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

**Access of Other Vehicles:** The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

**Restoration:** The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

**Acceptance:** Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

**Permit Expiration and Extension of Time:** All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

**Responsibility:** The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widenings or similar facilities which become part of the County roadway.

**Revocation:** The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

**Violation:** The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.

**Inspection and Testing of Materials:** Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current MDOT Standard Specifications For Construction as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

**Design:** The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

**Drainage:** Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

**Permit Holder Compliance:** The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.



**Wayne County Department of Public Services  
Engineering Division – Permit Office  
Scope of Work and Conditions Attachment  
For Annual Municipal Maintenance Permits**

The Annual Permit authorizes the municipality to occupy Wayne County road rights-of-way for the purpose of inspection, repair and routine maintenance of the facilities listed below that are under its jurisdiction.

**Scope of Work** - The following work is authorized under the Annual Maintenance Permit:

Sanitary Sewers

1. Inspection, repair and routine maintenance of the facilities under its jurisdiction

Water Main and installation of 2" pipe

1. Inspection, repair and routine maintenance of the facilities under its jurisdiction
2. Water service connection with 2" diameter pipe or less, serving single customer

A separate permit will be required for any operations performed under the following conditions for Water and/or Sanitary related work:

- a. For all water service connections larger than a two inch (2") diameter.
- b. For any water service connection that serves more than one customer.
- c. Whenever work is to be performed in a new subdivision.
- d. For any sanitary sewer service connection.

Dust Palliative Applications

1. Dust palliative treatment shall be with calcium magnesium chloride in accordance with Wayne County specifications.
2. The municipality shall designate each road to be treated with dust palliative and pay the Contractor for all materials and service.
3. Prior to the application of Dust Palliative Materials, the Permit Holder shall provide at least seven (7) days notice to the Wayne County Roads Division (313-955-9920) to allow for preparation and inspection of the roads to be treated.

Sidewalk

1. Existing sidewalks may be repaired or replaced at existing alignment on existing grade.

A separate permit will be required for the construction of a new sidewalk, for the replacement of an existing sidewalk on a new alignment or grade or for the construction of new sidewalk ramps to the County road.

Street Sweeping

1. Street sweeping shall be performed during daylight hours only.
2. All traffic control devices shall conform to the provisions of the current MMUTCD.

**Permit Conditions**

1. **A separate permit will be required for final pavement repairs when pavement is broken while making either emergency or non-emergency repairs.**
2. Reports indicating all work performed or that no work was performed under the permit shall be provided to the Permit Office at the end of each month.
3. Any work not covered under the annual scope of work and conditions above shall require a separate permit. Refer to the *Wayne County Rules, Specifications and Procedures Construction Permits*.
4. All inspection costs, including overtime, supervision, testing of materials and emergency work, if required, shall be billed to the Permit Holder.



**Wayne County Department of Public Services  
Engineering Division – Permit Office  
Indemnity and Insurance Attachment**

To the extent allowed by law, the Permit Holder shall defend and hold harmless Wayne County, the Department of Public Services, its officials and employees against any and all claims, suits and judgments to which Wayne County, the Departments, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including County property. The Permit Holder shall provide this indemnity for any incident arising out of any and all activities performed under the permit or in connection with work not authorized by the permit, or resulting from the failure to comply with the terms of the permit, or arising out of the continued existence of the work product that is subject to the permit.

Certificates of insurance shall be required for all construction permits, excluding residential driveway permits. Each certificate of insurance and any associated correspondence shall reference the plan review number of the project. General liability and automotive liability insurance coverage shall be in amounts detailed below:

*The general liability insurance coverage shall be in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. Proof of automobile liability shall be in amounts not less than \$1,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$1,000,000 for bodily injury each person, each occurrence and property damage liability \$1,000,000 each occurrence.*

The certificate of insurance must be provided by a person, the corporation, or by authorized representatives who signed personally either the application or permit. Insurance shall remain in force until the permit is released by Wayne County.

**The Wayne County Department of Public Services shall be a Certificate Holder on the policy of insurance. Wayne County, drainage district, and its officers, agents and employees shall be named as additional insured parties. It is also required that the annual permit numbers are included on each certificate of insurance.**

The insurance shall cover a period not less than the term of the permit and shall provide that it cannot be cancelled or reduced without thirty (30) days advance written notice to Wayne County, by certified mail, first-class, return receipt requested. The thirty (30) days shall begin on the date when the County received the notice, as evidenced by the return receipt.

Such insurance shall provide by endorsement therein for the thirty (30) day notice by the insurer to the Permit Office prior to termination, cancellation or material alteration of the policy.

Licensee agrees to make application for renewal thereof at least sixty (60) days before the expiration date of the policy then in force and to file a certified copy of such renewed policy with the Permit Office.

The policy shall also provide by endorsement for the removal of the contractual exclusion.

Should insurance coverage be cancelled or reduced below acceptable limits, or allowed to expire, the authorization to continue work under the permit shall be suspended or revoked and shall not resume until new insurance is in force and accepted by Wayne County. Wayne County may, in such cases, take appropriate action to restore or protect the road and appurtenances. All costs incurred by this action shall be deducted from any remaining inspection deposit, bond and/or Letter of Credit and, if necessary, the Permit Holder may be billed to defray actual expenses.

# Charter Township of Van Buren

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

## REQUEST FOR BOARD ACTION

**WORK STUDY MEETING DATE:**  
2017-12-04

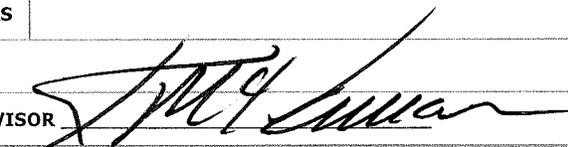
**BOARD MEETING DATE:**  
2017-12-05

Consent Agenda  New Business  Unfinished Business  Public Hearing

<b>ITEM (SUBJECT)</b>	Resolution 2017-31 Annual Wayne County Special Events Permit A-18086
<b>DEPARTMENT</b>	Public Services – Water & Sewer
<b>PRESENTER</b>	Water & Sewer Director James T. Taylor
<b>PHONE NUMBER</b>	734-699-8947
<b>INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)</b>	

### Agenda topic

<b>ACTION REQUESTED</b>	
Recommend to the Township Board to approve Resolution 2017-31 for the Annual Wayne County Special Events Permit A-18086	
<b>BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)</b>	
This is an annual permit required by Wayne County for all communities utilizing Wayne County roads and right-of-ways.	

<b>BUDGET IMPLICATION</b>	none
<b>IMPLEMENTATION NEXT STEP</b>	Board approval of resolution
<b>DEPARTMENT RECOMMENDATION</b>	Approval by township board
<b>COMMITTEE/COMMISSION RECOMMENDATION</b>	Director of Public Services recommends approval
<b>ATTORNEY RECOMMENDATION</b>	-----
(May be subject to Attorney/Client Privilege and not available under FOIA)	
<b>ADDITIONAL REMARKS</b>	
<b>APPROVAL OF SUPERVISOR</b>	

**RESOLUTION  
AUTHORIZING EXECUTION OF  
ANNUAL WAYNE COUNTY SPECIAL EVENTS PERMIT A-18086**

Resolution No. 2017-31

At a Regular Meeting of the Township Board of the Charter Township of Van Buren, County of Wayne, State of Michigan held in the Township on December 5, 2017 at 7:00 p.m., the following resolution was offered:

PRESENT \_\_\_\_\_  
ABSENT \_\_\_\_\_  
ON MOTION OF \_\_\_\_\_  
SUPPORTED BY \_\_\_\_\_

**WHEREAS**, the Charter Township of Van Buren (hereinafter the "Community") periodically applies to the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") for permits to conduct emergency repairs and annual maintenance work on local and County roads or County road right of way located entirely within the boundaries of the Community, as needed from time to time to maintain the roads in a condition reasonably safe and convenient for public travel;

**WHEREAS**, pursuant to Act 51 of 1951, being MCL 247.651 *et seq*, the County permits and regulates such activities, banners and related temporary road closures;

**NOW THEREFORE**, in consideration of the County granting such Permit, the Community agrees and **RESOLVES** that:

It will fulfill all permit requirements and conditions and will to the extent allowed by law save harmless, indemnify and defend the County of Wayne and all of its officers, agents and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity:

**BE IT FURTHER RESOLVED THAT:** Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors or any other person not a party to the Permit without its specific prior written consent and notwithstanding the issuance of the Permit.

**BE IT FURTHER RESOLVED THAT:** The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

BE IT FURTHER RESOLVED THAT: With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof. The incorporation by the County of this resolution as part of a Permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

BE IT FURTHER RESOLVED THAT: The Community shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED THAT: The Community shall assume full responsibility for the cost of repairing damage, if any, done to the County road during the period of road closure or partial closure.

BE IT FURTHER RESOLVED THAT: This resolution shall continue in force from this date until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED THAT: the following position(s) are authorized to apply to the County of Wayne Department of Public Services Engineering Division Permit Office for the necessary permit to work within County road right-of-way or local roads on behalf of the Community.

Name	and/or	Title
James T. Taylor		Director/Water & Sewer

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**This Resolution shall take immediate effect.**

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

RESOLUTION DECLARED ADOPTED

**CHARTER TOWNSHIP OF VAN BUREN**

By \_\_\_\_\_  
Supervisor

and \_\_\_\_\_  
Clerk

I, \_\_\_\_\_ Township Clerk of the Township of Van Buren, County of Wayne, State of Michigan, do hereby certify that the foregoing is a true copy of Resolution 2017-31 adopted by the Township Board of the Township of Van Buren, at a Regular Meeting on \_\_\_\_\_, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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Clerk  
Township of Van Buren  
County of Wayne



Warren C. Evans  
County Executive

November 13, 2017

Charter Township Of Van Buren  
46425 Tyler Rd  
Belleville, MI 48111-5217

**RE: Annual Permit for Special Events - A-18086**

Attention: Jim Taylor

Enclosed is your Wayne County Annual Permit for Special Events package. This annual permit grants preliminary authorization to a municipality to

- a) temporarily close a county road for a reasonable length of time for a parade, marathon, festival or similar activity;
- b) to use a county road as a detour for traffic around such activity taking place on a non-county road.
- c) place a temporary banner within the County right-of-way;

In addition to the annual permit, the package also includes the following attachments, which are incorporated by reference into the permit:

1. *Annual Special Events Attachment for Municipalities*
2. *Banner Attachment for Municipalities*
3. *General Conditions and Limitations of Permits*
4. *Model Community Resolution*

As a condition of the annual permit, the County requires that a governing body pass a blanket resolution, effective for all permitted road closures for special events and installation of banners planned throughout the year which

- a) agrees to fulfill all permit obligations and conditions for the current year
- b) to the extent allowed by law, hold harmless and defends Wayne County and its officials and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity.
- c) designates and authorizes an appropriate official of the requesting municipality to sign the permit on its behalf

Additionally, the Permit Office requires that each municipality provide a written request on municipal letterhead at least (10) ten business days prior to the commencement of a road closure and/or banner placement. The written request should include all required information as specified in the appropriate attachments, "Annual Special Events for Municipalities" or "Annual Attachment for Banners". Upon approval, the permit office shall issue a permit authorizing the special event activities.

For additional information on the Annual Permit for Special Events (Road Closure/Detour and Banner Placement), please refer to Rule 11.4 published in the Wayne County, Rules, Specifications & Procedures for Construction Permits.

This publication may be downloaded at

[http://www.waynecounty.com/dps/construction\\_permits.htm](http://www.waynecounty.com/dps/construction_permits.htm)

Please return the original permit, signed and dated by the person authorized and designated by the resolution, along with a certified copy of the resolution consistent with the requirements transmitted in this package. Type the name of the designated signer below the signature line and submit these documents to:

**Wayne County Department of Public Services  
Permit Office  
Attn: Ms. Janice Clarke  
33809 Michigan Avenue  
Wayne MI 48184**

Once received, an executed copy will be returned to you for your files.

If you have any questions regarding this Annual Permit, please contact me at 734.595.6504, extension 2002.

Sincerely,



Janice Clarke  
Permit Coordinator

C: file

Attachments:

*Annual Permit  
Annual Special Events Attachment for Municipalities  
Banner Attachment for Municipalities  
General Conditions and Limitations of Permits  
Model Community Resolution*



PERMIT No. <b>A-18086</b>	
ISSUE DATE <b>1/1/2018</b>	EXPIRES <b>12/31/2018</b>
REVIEW No.	WORK ORDER

**PERMIT OFFICE**  
 33809 MICHIGAN AVE  
 WAYNE, MI 48184,  
 PHONE (734) 595-6504  
 FAX (734) 595-6356

72 HOURS BEFORE ANY  
 CONSTRUCTION. CALL  
 Various Staff  
 (734) 595-6504, Ext: 2009  
 FOR INSPECTION

**WAYNE COUNTY**  
**DEPARTMENT OF PUBLIC SERVICES**  
**PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN**

PROJECT NAME  
 VAN BUREN TWP. - SPECIAL EVENTS

LOCATION  
 VARIOUS ( )

CITY/TWP  
 VAN BUREN TWP

PERMIT HOLDER  
 CHARTER TOWNSHIP OF VAN BUREN  
 46425 TYLER RD  
 BELLEVILLE, MI 48111-5217

CONTACT  
 JIM TAYLOR (734) 699-8900

CONTRACTOR

CONTACT  
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DESCRIPTION OF PERMITTED ACTIVIT *(72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)*

TO ALLOW TEMPORARY CLOSURE OF CERTAIN LOCAL AND COUNTY ROADS FOR A SPECIFIED PERIOD OF TIME IN ACCORDANCE WITH ALL GENERAL AND SPECIAL CONDITIONS OF THIS PERMIT.

REFER TO ATTACHEMENT: ANNUAL SPECIAL EVENTS PERMIT FOR MUNICIPALITIES TO CONDUCT PARADES, BLOCK PARTIES, MARATHONS, CELEBRATIONS AND FESTIVALS.

PERMIT TO INSTALL BANNERS WITHIN THE COUNTY ROAD RIGHT-OF-WAY.  
 PLEASE REFER TO ATTACHMENT: ANNUAL PERMIT FOR MUNICIPAL BANNERS

PERMIT HOLDER SHOULD CONTACT/INFORM THE LOCAL POLICE, HOSPITAL, FIRE MARSHAL, SCHOOL AND ANY OTHER LOCAL AGENCIES ARE/MAY BE AFFECTED BY THIS ROAD CLOSURE THREE (3) BUSINESS DAYS PRIOR TO SCHEDULED CLOSURE.

THE PERMIT HOLDER SHOULD CONTACT THE WAYNE COUNTY TRAFFIC OFFICE AT (734) 955-2154 THREE (3) WORKING DAYS PRIOR TO ANY CLOSURE.

THE CONTRACTOR/PERMIT HOLDER WILL SET UP AND MAINTAIN ALL BARRICADING AND SIGNS IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (HTTP://MUTCD.FHWA.DOT.GOV) AND WILL BE THE RESPONSIBILITY OF THE PERMIT HOLDER.

ALL ATTACHMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS PERMIT.

<b>FINANCIAL SUMMARY</b> PERMIT FEE ..... \$0.00 PLAN REVIEW FEE..... \$0.00 PARK FEE..... \$0.00 OTHER FEE..... \$0.00 BOND..... \$0.00 INSPECTION DEPOSIT..... \$0.00 OTHER BOND \$0.00 TOTAL COSTS ..... \$0.00 TOTAL CHECK AMOUNT \$0.00	DEPOSITOR	APPROVED PLANS PREPARED BY
	LETTER OF CREDIT DEPOSITO	PLANS APPROVED BY      DATE PLANS APPROVED  1/1/2018
CASHIER      DATE  1/1/2018		REQUIRED ATTACHMENTS GENERAL CONDITIONS ANNUAL ROAD SPECIAL EVENTS FOR MUNICIPALITIES ANNUAL BANNER PERMIT ATTACHMENT FOR MUNICIPALITIES SAMPLE COMMUNITY RESOLUTION RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT <a href="http://www.waynecounty.com/dps_engineering_cpoffice.htm">www.waynecounty.com/dps_engineering_cpoffice.htm</a>

(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

**WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES**

JIM TAYLOR  
 PERMIT HOLDER / AUTHORIZED AGENT      DATE

<BLANK>  
 CONTRACTOR / AUTHORIZED AGENT      DATE

VALIDATED BY Ms. Janice Clarke      DATE

PREPARED BY



**Wayne County Department of Public Services  
Engineering Division – Permit Office**

**Conditions & Limitations of Permits**

**Plan Approval and Specifications:** All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current Wayne County Rules, Specifications and Procedures for Permit Construction, included as an attachment to this permit, the Wayne County Standard Plans for Permit Construction, and the MDOT Standard Specifications For Construction, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

**Fees:** The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

**Bond:** The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

**Insurance:** The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

**Indemnification / Hold Harmless:** Sub-Section 1 herein applies to all Permit Holders except Municipalities. Sub-Section 2 herein applies to Municipalities only.

1. To the extent allowed by law, the Permit Holder shall indemnify, hold harmless and defend Wayne County, its Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County.
2. To the extent allowed by law, the Municipality as Permit Holder shall hold harmless and defend Wayne County, its Department of Public Services, its officials and employees, for the Municipality's own negligence, tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, on account of injury to persons or damage to property, including property of the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of work product that is the subject of the permit. Sub-section 1 above applies to contractors, subcontractors, consultants, or agents of the Municipality. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or the Municipality's, as provided by statute or modified by court decisions.

**Permit on Site:** The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

**Notification for Start and Completion of Work:** The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.
2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

**Safety:** The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current Manual on Uniform Traffic Control Devices (MUTCD). The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MIOSHA requirements.

**Underground Utilities:** The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

**Assignability:** The permit is neither transferable nor assignable without the written consent of the County.

**Limitation of Permit:** The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

**Access of Other Vehicles:** The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

**Restoration:** The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

**Acceptance:** Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

**Permit Expiration and Extension of Time:** All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

**Responsibility:** The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widenings or similar facilities which become part of the County roadway.

**Revocation:** The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

**Violation:** The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.

**Inspection and Testing of Materials:** Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current MDOT Standard Specifications For Construction as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

**Design:** The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

**Drainage:** Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

**Permit Holder Compliance:** The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.



**Wayne County Department of Public Services  
Engineering Division – Permit Office**

**Annual Special Events for Municipalities  
Road Closure/Detour Guidelines**

An Annual Permit granting permission to temporarily close a County road for a reasonable length of time for a parade, marathon, celebration, festival or similar activity, or to use a County road as a detour for traffic around such activity taking place on a non-County road may be issued by the Permit Office to a governing body of a city, incorporated village or township.

A permit, granting authorization to close County roads and to set detours over County roads may be issued if an annual Special Events Permit was previously executed with an associated blanket resolution. For each event, the Permit Holder shall submit a written request at least ten (10) business days prior to the commencement of a road closure. Each request shall be submitted on municipal letterhead and include the following information:

- a) The nature of the activity for which the permit is requested;
- b) The dates and times it is proposed to close and reopen the County road to traffic;
- c) The roads and/or portions of roads to be closed;
- d) The proposed detour route or routes, including a map if necessary to clearly describe the proposed detour.

The written request shall be sent to the following offices:

Wayne County Permit Office  
33809 Michigan Ave  
Wayne MI 48184

Wayne County Division of Roads  
Traffic Operations Office  
29900 Goddard Road  
Romulus MI 48242

Upon approval of the request, a permit will be issue authorizing the special event activities.

**Permit Conditions:**

1. All roads temporarily closed under the permit shall be County local roads, as certified under Act 51, P.A. 1951, with residential frontage exclusive of section line (mile roads), quarter section line (collector roads) and border line roads.
2. Road closures authorized under the permit shall not be for the purpose of allowing private commercial activities such as advertising or the sale of goods, wares or produce.
3. The Permit Holder, at no expense to the County, shall provide any necessary police supervision.
4. Road closures authorized under the permit shall not have the effect of depriving property which is not adjacent to the section of road being closed from continuous uninterrupted access to the main public road system.
5. The closure or partial closure of the road and any detour route selected shall allow alternative routes for the reasonably safe and convenient movement of traffic.
6. Road closures authorized by the permit shall not exceed the approved duration, generally between 24 and 72 hours.
7. The Permit Holder shall, at no expense to the County, install, maintain and remove all traffic control devices required for the temporary road closure and detour routes.
8. All traffic control devices installed in conjunction with the road closure or partial closure and any detour route shall conform to the provisions of the current MMUTCD.
9. The Permit Holder shall, at its sole expense, immediately following conclusion of the permitted activity clean up and remove any litter, debris, refuse, etc., placed or left in the right-of-way as a result of the permitted activity. In the event that the Permit Holder fails to clean up as required, causing Wayne County to do the cleanup work, the Permit Holder shall reimburse Wayne County any costs incurred to restore the right-of-way.
10. The Permit Holder acknowledges that the County may, at its sole discretion, deny any road closure proposed under the permit.



**Wayne County Department of Public Services  
Engineering Division – Permit Office  
Banner Attachment for Municipalities  
Guidelines**

Pursuant to MCL §247.323, a permit for installation of any banner to be placed within or over County road right-of-way may be issued to a governing body of a city, incorporated village or township. Commercial signs shall not be permitted within the right-of-way of any road under the jurisdiction of the Wayne County.

A permit, authorizing the placement of banners within the County right-of-way may be issued if an annual Special Events Permit was previously executed with an associated blanket resolution. For each event, the Permit Holder shall submit a written request at least ten (10) business days prior to the placement of banner(s). Each request shall be submitted on municipal letterhead and include the following information:

- a) The activity in connection with which the banner is to be placed;
- b) The location of the proposed installation, including distance to overhead traffic control devices;
- c) A description of the banner, including any legend or symbol thereon;
- d) The height of any overhead banner from the road surface to its lowest point;
- e) The dates the banner will be erected and removed. This period shall not exceed a time specified by the Permit Office. An acceptable period of time for banners to be in place is a total of three (3) weeks, except for Holiday decorations which may be in place for eight (8) weeks;
- f) Such other information as the Permit Office may deem necessary.

Upon approval of the request, a permit will be issue authorizing the special event activities.

**Design & Placement Requirements**

- a) Any banner shall be designed, installed and located so as to avoid danger to those using the road or undue interference with the free movement of traffic or maintenance operations.
- b) Any banner shall be securely fastened so as to have a minimum bottom height of 18 feet above the surface of the traveled way, shall be placed no closer than 100 feet in advance of flashing beacons or traffic control signals and shall be placed so as to not obstruct a clear view of traffic lights, signals or other traffic control devices.
- c) Banners shall not be attached to trees.
- d) No banner shall have displayed thereon any legend or symbol which may in any way be construed to advertise or otherwise promote the sale of or publicize any merchandise or commodity, or which may be construed to be political in nature.
- e) No banner shall have displayed thereon any device that is or purports to be an imitation of, resembles or may be mistaken for a traffic control device or which attempts to direct the movement of traffic.
- f) No banner shall be above ground figures, signs or other structures, objects or devices whether lit or unlit.
- g) Decorations shall not include flashing lights, reflective materials or other devices that may distract motorists.

**Permit Conditions**

- a) Any authorization may be revoked by the Permit Office if the banner placement becomes dangerous to those using the road or unduly interferes with the free movement of traffic or maintenance operations.
- b) The city, village or township making application shall faithfully fulfill all permit requirements.

An addendum authorization may be revoked by the Permit Office upon failure to comply with any permit conditions.

# Charter Township of Van Buren

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

## REQUEST FOR BOARD ACTION

**WORK STUDY MEETING DATE:**  
2017-12-04

**BOARD MEETING DATE:**  
2017-12-05

Consent Agenda  New Business  Unfinished Business  Public Hearing

<b>ITEM (SUBJECT)</b>	Resolution 2017-32 Annual Wayne County Pavement Restoration Permit A-18100
<b>DEPARTMENT</b>	Public Services – Water & Sewer
<b>PRESENTER</b>	Water & Sewer Director James T. Taylor
<b>PHONE NUMBER</b>	734-699-8947
<b>INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)</b>	

### Agenda topic

<b>ACTION REQUESTED</b>	
Recommend to the Township Board to approve Resolution 2017-32 for the Annual Wayne County Pavement Restoration Permit A-18100	
<b>BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)</b>	
This is an annual permit required by Wayne County for all communities utilizing Wayne County roads and right-of-ways.	

<b>BUDGET IMPLICATION</b>	none
<b>IMPLEMENTATION NEXT STEP</b>	Board approval of resolution
<b>DEPARTMENT RECOMMENDATION</b>	Approval by township board
<b>COMMITTEE/COMMISSION RECOMMENDATION</b>	Director of Public Services recommends approval
<b>ATTORNEY RECOMMENDATION</b>	-----
(May be subject to Attorney/Client Privilege and not available under FOIA)	
<b>ADDITIONAL REMARKS</b>	
<b>APPROVAL OF SUPERVISOR</b>	

**RESOLUTION  
AUTHORIZING EXECUTION OF  
ANNUAL WAYNE COUNTY PAVEMENT RESTORATION PERMIT A-18100**

Resolution No. 2017-32

At a Regular Meeting of the Township Board of the Charter Township of Van Buren, County of Wayne, State of Michigan held in the Township on December 5, 2017 at 7:00 p.m., the following resolution was offered:

PRESENT \_\_\_\_\_  
ABSENT \_\_\_\_\_  
ON MOTION OF \_\_\_\_\_  
SUPPORTED BY \_\_\_\_\_

**WHEREAS**, the Charter Township of Van Buren (hereinafter the "Community") periodically applies to the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") for permits to conduct emergency repairs and annual maintenance work on local and County roads or County road right of way located entirely within the boundaries of the Community, as needed from time to time to maintain the roads in a condition reasonably safe and convenient for public travel;

**WHEREAS**, pursuant to Act 51 of 1951, being MCL 247.651 *et seq*, the County permits and regulates such activities, banners and related temporary road closures;

**NOW THEREFORE**, in consideration of the County granting such Permit, the Community agrees and **RESOLVES** that:

It will fulfill all permit requirements and conditions and will to the extent allowed by law save harmless, indemnify and defend the County of Wayne and all of its officers, agents and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity:

**BE IT FURTHER RESOLVED THAT:** Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors or any other person not a party to the Permit without its specific prior written consent and notwithstanding the issuance of the Permit.

**BE IT FURTHER RESOLVED THAT:** The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

BE IT FURTHER RESOLVED THAT: With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof. The incorporation by the County of this resolution as part of a Permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

BE IT FURTHER RESOLVED THAT: The Community shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED THAT: The Community shall assume full responsibility for the cost of repairing damage, if any, done to the County road during the period of road closure or partial closure.

BE IT FURTHER RESOLVED THAT: This resolution shall continue in force from this date until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED THAT: the following position(s) are authorized to apply to the County of Wayne Department of Public Services Engineering Division Permit Office for the necessary permit to work within County road right-of-way or local roads on behalf of the Community.

Name	and/or	Title
James T. Taylor		Director/Water & Sewer

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**This Resolution shall take immediate effect.**

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

RESOLUTION DECLARED ADOPTED

**CHARTER TOWNSHIP OF VAN BUREN**

By \_\_\_\_\_  
Supervisor

and \_\_\_\_\_  
Clerk

I, \_\_\_\_\_ Township Clerk of the Township of Van Buren, County of Wayne, State of Michigan, do hereby certify that the foregoing is a true copy of Resolution 2017-32 adopted by the Township Board of the Township of Van Buren, at a Regular Meeting on \_\_\_\_\_, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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Clerk  
Township of Van Buren  
County of Wayne



Warren C. Evans  
County Executive

November 13, 2017

Charter Township Of Van Buren  
46425 Tyler Rd  
Belleville, MI 48111-5217

**RE: Annual Pavement Restoration Permit - A-18100**

Attention: Jim Taylor

Enclosed is your Wayne County Annual Pavement Restoration Permit package. The Annual Permit authorizes your company to occupy Wayne County road rights-of-way for the purpose of pavement repair and restoration.

In addition to the Annual Permit, the package also includes the following attachments, which are incorporated by reference into the permit:

1. *General Conditions and Limitations of Permits*
2. *Indemnity and Insurance Attachment*
3. *Model Community Resolution*

Please review the insurance attachment carefully, since the insurance requirements have been recently updated.

The WCDPS Permit Office has published its manual, *Rules, Specifications and Procedures for Permit Construction*. This manual replaces the Permit Specifications document which was attached to annual permits in previous years. The manual is also incorporated by reference into this annual permit and is available online at:

[http://www.waynecounty.com/dps/construction\\_permits.htm](http://www.waynecounty.com/dps/construction_permits.htm)

In particular, refer to Section 6, "Restoration" and Section 7, "Maintaining Traffic and Traffic Control Devices" for specific rules and specifications regarding pavement restoration work. Additionally, refer to Wayne County Standards of Permit Construction, numbered: PR-1, PR-2, PR-3, PR-4 and PR-5 for detailed specifications on pavement repair and patching. These standards are also available online at the above web address.

As an additional condition of this annual permit, the Permit Holder agrees to provide at least 72 hours prior notice before starting any construction. Each notice shall be sent to the Permit Office at the address shown below and shall include the location and date of the proposed work along with a detailed set of construction plans.

For each restoration project, plan review and inspection costs, including overtime, supervision, materials testing and emergency work (if required) will be billed to the Permit Holder on a monthly basis.

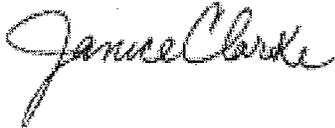
Please return the original permit, signed and dated by an authorized signatory, confirming that the signer's name is typed below the signature line and submit these documents to:

**Wayne County Department of Public Services  
Permit Office  
Attn: Ms. Janice Clarke  
33809 Michigan Avenue  
Wayne MI 48184**

Once received, I will validate your permit and return an executed copy to you for your files.

If you have any questions regarding this Annual Permit, please contact me at 734.595.6504, extension 2002.

Sincerely,



Janice Clarke  
Permit Coordinator

C: file

Attachments: Annual Permit  
*General Conditions and Limitations of Permits*  
*Indemnity and Insurance Attachment*  
*Model Community Resolution*

<b>PERMIT OFFICE</b> 33809 MICHIGAN AVE WAYNE, MI 48184, PHONE (734) 595-6504 FAX (734) 595-6356
72 HOURS BEFORE ANY CONSTRUCTION. CALL Various Staff (734) 595-6504, Ext: 2009 FOR INSPECTION



**WAYNE COUNTY**  
**DEPARTMENT OF PUBLIC SERVICES**  
**PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN**

PERMIT No. <b>A-18100</b>	
ISSUE DATE <b>1/1/2018</b>	EXPIRES <b>12/31/2018</b>
REVIEW No.	WORK ORDER <b>79340</b>

PROJECT NAME  
VAN BUREN TWP. - PAVEMENT RESTORATION

LOCATION  
VARIOUS

CITY/TWP  
VAN BUREN TWP

PERMIT HOLDER CHARTER TOWNSHIP OF VAN BUREN 46425 TYLER RD BELLEVILLE, MI 48111-5217	CONTRACTOR    CONTACT <BLANK>
CONTACT JIM TAYLOR (734) 699-8900	

DESCRIPTION OF PERMITTED ACTIVIT **(72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)**

TO REPLACE AND REPAIR PAVEMENT CUTS DUE TO UTILITY REPAIRS WITHIN THE RIGHT-OF-WAY OF VARIOUS ROADS IN WAYNE COUNTY IN ACCORDANCE WITH THE WAYNE COUNTY RULES, SPECIFICATIONS AND PROCEDURES MANUAL & WAYNE COUNTY STANDARD PLANS FOR PERMIT CONSTRUCTION.

AT LEAST 72 HOURS PRIOR TO CONSTRUCTION, THE PERMIT HOLDER SHALL SUBMIT WRITTEN NOTICE OF CONSTRUCTION, INCLUDING THE LOCATION AND DATE OF THE WORK ALONG WITH CONSTRUCTION PLANS TO THE PERMIT OFFICE FOR APPROVAL.

THE FINAL AREA OF ANY PAVEMENT TO BE REPLACED AND/OR OVERLAID SHALL BE DETERMINED AND MARKED OUT BY THE COUNTY.

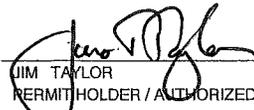
FOR EACH PROJECT, ALL ACTUAL PLAN REVIEW AND INSPECTION COSTS, INCLUDING OVERTIME, SUPERVISION, TESTING OF MATERIALS AND EMERGENCY WORK, IF REQUIRED, SHALL BE BILLED TO THE PERMIT HOLDER ON A MONTHLY BASIS.

ANY ROAD CLOSURE SHALL BE IN COMPLIANCE WITH THE MICHIGAN MANUAL OF TRAFFIC CONTROL DEVICES.  
[HTTP://MUTCD.FHWA.DOT.GOV](http://MUTCD.FHWA.DOT.GOV)

THE ATTACHMENTS LISTED BELOW ARE INCORPORATED BY REFERENCE AS PART OF THE CONDITIONS OF THIS PERMIT.

<b>FINANCIAL SUMMARY</b> PERMIT FEE ..... \$0.00 PLAN REVIEW FEE..... \$0.00 PARK FEE..... \$0.00 OTHER FEE..... \$0.00 BOND..... \$0.00 INSPECTION DEPOSIT..... \$0.00 OTHER BOND \$0.00 TOTAL COSTS ..... \$0.00  TOTAL CHECK AMOUNT \$0.00 CASHIER DATE 1/1/2018	<b>DEPOSITOR</b>   LETTER OF CREDIT DEPOSITO	<b>APPROVED PLANS PREPARED BY</b>  PLANS APPROVED BY DATE PLANS APPROVED  1/1/2018  <b>REQUIRED ATTACHMENTS</b> GENERAL CONDITIONS  INDEMNITY AND INSURANCE ATTACHMENT RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT  <a href="http://www.waynecounty.com/dps_engineering_cpoffice.htm">www.waynecounty.com/dps_engineering_cpoffice.htm</a>  (PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)
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*In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.*

 JIM TAYLOR PERMIT HOLDER / AUTHORIZED AGENT	DATE	WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES	PREPARED BY
<BLANK> CONTRACTOR / AUTHORIZED AGENT	DATE	VALIDATED BY Ms. Janice Clarke	DATE



**Wayne County Department of Public Services  
Engineering Division – Permit Office  
Conditions & Limitations of Permits**

**Plan Approval and Specifications:** All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current *Wayne County Rules, Specifications and Procedures for Permit Construction*, included as an attachment to this permit, the *Wayne County Standard Plans for Permit Construction*, and the *MDOT Standard Specifications For Construction*, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

**Fees:** The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

**Bond:** The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

**Insurance:** The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

**Indemnification / Hold Harmless:** Sub-Section 1 herein applies to all Permit Holders except Municipalities. Sub-Section 2 herein applies to Municipalities only.

1. To the extent allowed by law, the Permit Holder shall indemnify, hold harmless and defend Wayne County, its Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County.
2. To the extent allowed by law, the Municipality as Permit Holder shall hold harmless and defend Wayne County, its Department of Public Services, its officials and employees, for the Municipality's own negligence, tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, on account of injury to persons or damage to property, including property of the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of work product that is the subject of the permit. Sub-section 1 above applies to contractors, subcontractors, consultants, or agents of the Municipality. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or the Municipality's, as provided by statute or modified by court decisions.

**Permit on Site:** The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

**Notification for Start and Completion of Work:** The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.
2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

**Safety:** The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current *Manual on Uniform Traffic Control Devices* (MUTCD). The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MIOSHA requirements.

**Underground Utilities:** The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

**Assignability:** The permit is neither transferable nor assignable without the written consent of the County.

**Limitation of Permit:** The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

**Access of Other Vehicles:** The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

**Restoration:** The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

**Acceptance:** Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

**Permit Expiration and Extension of Time:** All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

**Responsibility:** The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widenings or similar facilities which become part of the County roadway.

**Revocation:** The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

**Violation:** The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.

**Inspection and Testing of Materials:** Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current *MDOT Standard Specifications For Construction* as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

**Design:** The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

**Drainage:** Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

**Permit Holder Compliance:** The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.



**Wayne County Department of Public Services  
Engineering Division – Permit Office  
Indemnity and Insurance Attachment**

To the extent allowed by law, the Permit Holder shall defend and hold harmless Wayne County, the Department of Public Services, its officials and employees against any and all claims, suits and judgments to which Wayne County, the Departments, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including County property. The Permit Holder shall provide this indemnity for any incident arising out of any and all activities performed under the permit or in connection with work not authorized by the permit, or resulting from the failure to comply with the terms of the permit, or arising out of the continued existence of the work product that is subject to the permit.

Certificates of insurance shall be required for all construction permits, excluding residential driveway permits. Each certificate of insurance and any associated correspondence shall reference the plan review number of the project. General liability and automotive liability insurance coverage shall be in amounts detailed below:

*The general liability insurance coverage shall be in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. Proof of automobile liability shall be in amounts not less than \$1,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$1,000,000 for bodily injury each person, each occurrence and property damage liability \$1,000,000 each occurrence.*

The certificate of insurance must be provided by a person, the corporation, or by authorized representatives who signed personally either the application or permit. Insurance shall remain in force until the permit is released by Wayne County.

**The Wayne County Department of Public Services shall be a Certificate Holder on the policy of insurance. Wayne County, drainage district, and its officers, agents and employees shall be named as additional insured parties. It is also required that the annual permit numbers are included on each certificate of insurance.**

The insurance shall cover a period not less than the term of the permit and shall provide that it cannot be cancelled or reduced without thirty (30) days advance written notice to Wayne County, by certified mail, first-class, return receipt requested. The thirty (30) days shall begin on the date when the County received the notice, as evidenced by the return receipt.

Such insurance shall provide by endorsement therein for the thirty (30) day notice by the insurer to the Permit Office prior to termination, cancellation or material alteration of the policy.

Licensee agrees to make application for renewal thereof at least sixty (60) days before the expiration date of the policy then in force and to file a certified copy of such renewed policy with the Permit Office.

The policy shall also provide by endorsement for the removal of the contractual exclusion.

Should insurance coverage be cancelled or reduced below acceptable limits, or allowed to expire, the authorization to continue work under the permit shall be suspended or revoked and shall not resume until new insurance is in force and accepted by Wayne County. Wayne County may, in such cases, take appropriate action to restore or protect the road and appurtenances. All costs incurred by this action shall be deducted from any remaining inspection deposit, bond and/or Letter of Credit and, if necessary, the Permit Holder may be billed to defray actual expenses.

# Charter Township of Van Buren

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

Work Study: 12-04-17 (Discussion/Presentation) -

Board Meeting: 12-05-17 (Presentation/Public Hearing)

Work Study: 12-18-17 (Continued Discussion)

Board Meeting: 12-19-17

## REQUEST FOR BOARD ACTION

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

<b>ITEM (SUBJECT)</b>	Consideration of Resolution: 2017-33 - the 5 <sup>th</sup> Amendment to Van Buren Twp. – Waste Management Host-Community Agreement
<b>DEPARTMENT</b>	Supervisor's Office
<b>PRESENTER</b>	Supervisor McNamara
<b>PHONE NUMBER</b>	734.699.8910
<b>INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)</b>	Matt Best, Sean Bellingham, John Myers

### Agenda topic

<b>ACTION REQUESTED</b>	
To consider adoption of Resolution: 2017-33 - the 5 <sup>th</sup> Amendment to the Van Buren Twp. - Waste Management Host-Community Agreement and authorize Supervisor McNamara and Clerk Wright to execute agreement.	
<b>BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)</b>	
Attached is the 5 <sup>th</sup> Amendment to the Host-Community Agreement.	
<b>BUDGET IMPLICATION</b>	
<b>IMPLEMENTATION NEXT STEP</b>	Supervisor McNamara and Clerk Wright to execute agreement.
<b>DEPARTMENT RECOMMENDATION</b>	
<b>COMMITTEE/COMMISSION RECOMMENDATION</b>	
<b>ATTORNEY RECOMMENDATION</b>	Reviewed
(May be subject to Attorney/Client Privilege and not available under FOIA)	
<b>ADDITIONAL REMARKS</b>	
<b>APPROVAL OF SUPERVISOR</b>	

**CHARTER TOWNSHIP OF VAN BUREN**

**RESOLUTION 2017 - 33**

**DECEMBER 5, 2017**

A RESOLUTION TO APPROVE THE FIFTH (5<sup>TH</sup>) AMENDMENT TO THE WASTE MANAGEMENT  
HOST COMMUNITY AGREEMENT

**THE CHARTER TOWNSHIP OF VAN BUREN** (“TOWNSHIP”), WAYNE COUNTY, MICHIGAN,  
ORDAINS AND RESOLVES:

WHEREAS, Waster Management of Michigan, Inc. (“WMM”) owns property containing approximately 200 acres on the south side of Van Buren Road east of I-275 and west of Hannan Road, which property is currently utilized as a golf course development (“Expansion Area”); and

WHEREAS, WMM desires to construct and operate a sanitary landfill to be expanded onto the Expansion Area (“Landfill”), to be regulated under Part 115 of the Michigan Natural Resources and Environmental Protection Act, and the rules and regulations promulgated thereunder (“Part 115”), pursuant to the terms of Fifth Amendment to Host Community Agreement between WMM and the Township (“5<sup>th</sup> Amendment Agreement”); and

WHEREAS, the Landfill will be particularly described in proposed construction plans and other documentation to be provided by WMM to both the Township and the Wayne County Solid Waste Implementation Committee (“Implementation Committee”); and

WHEREAS, a Part 115 construction permit and operating license may not be issued for the Landfill until it is included in the Plan through the amendment procedure set forth in the Plan; and

WHEREAS, the Plan encourages written agreements between applicants for plan amendments and host communities; and

WHEREAS, the 5<sup>th</sup> Amendment Agreement provides significant and substantial long term economic and public welfare benefit to the Township while preserving the health and safety requirements of the original Host Community Agreement.

THEREFORE IT BE RESOLVED, that the Township Board hereby approves the 5<sup>th</sup> Amendment Agreement.

BE IT FURTHER RESOLVED, that the Supervisor and Clerk of the Township are hereby authorized to execute the Fifth Amendment Agreement.

**CERTIFICATE**

Upon the motion by \_\_\_\_\_, and seconded by \_\_\_\_\_  
the above Resolution was adopted.

The following members voted:

Yeas:

Nays:

Absent/Abstain:

**The Supervisor Declared the Resolution Adopted.**

\_\_\_\_\_  
Kevin McNamara, Supervisor

\_\_\_\_\_  
Date

Certification of Clerk

I, LEON WRIGHT, Clerk of Van Buren Township, Wayne County, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to approval of the 5<sup>th</sup> Amendment Agreement, which Resolution was adopted by the Van Buren Township Board at a meeting held on , 2017.

\_\_\_\_\_  
Leon Wright

\_\_\_\_\_  
Date

**FIFTH AMENDMENT TO HOST COMMUNITY AGREEMENT**

This Fifth Amendment to Host Community Agreement (“Fifth Amendment”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by and between Van Buren Charter Township (“Township”) a Michigan municipal corporation, and Waste Management of Michigan, Inc., a Michigan corporation (“WMM”) and concerns WMM’s Woodland Meadows Landfill, located in Van Buren Township, Michigan.

1. Statement of Purpose.

A. The parties entered into a Host Community Agreement dated May 10, 1990 (“1990 Agreement”), which document was subsequently amended as follows:

1. September 15, 1992 Amendment to Host Community (“First Amendment”)
2. January 27, 1994 Codicil to Landfill Host Agreement between Wayne County and Waste Management of Michigan, Inc. (“Codicil”)
3. June 10, 1994 Second Amendment to Host Community Agreement (“Second Amendment”)
4. December 20, 1995 Third Amendment to the Host Community Agreement (“Third Amendment”)
5. April 2, 2002 Fourth Amendment to Host Community Agreement (“Fourth Amendment”)

B. The following separate agreements, letters of understanding, Township Resolutions and the like have been entered into and/or adopted by and between the parties:

1. Letter of Understanding Regarding Third Amendment to Host Community Agreement, dated December 15, 1995.
2. Letter from Waste Management to Cindy King, Supervisor, dated August 11, 2003.
3. Letter from Cindy King, Supervisor to Waste Management dated June 7, 2005.
4. Letter from Cindy King, Supervisor to Waste Management dated October 13, 2008.
5. Charter Township of Van Buren Resolution 2008-44.
6. Charter Township of Van Buren Resolution 2010-28.

7. Letter from Waste Management to Paul White, Supervisor, dated August 8, 2011.

The above listed documents shall be collectively referred to as the “Supplemental Documents”, and except as noted in Paragraph 1.3 below, shall be deemed superseded and void in all respects. The Charter Township of Van Buren Resolution 2011-18 shall not be deemed a “Supplemental Document” and shall continue in full force and effect.

C. Unless otherwise provided herein, the 1990 Agreement, as amended by the First Amendment, Codicil, Second Amendment, Third Amendment, Fourth Amendment, all as amended by this Fifth Amendment, shall be collectively referred to as the “Host Agreement”.

D. The terms used but not defined herein shall have the meaning ascribed thereto in the Host Agreement.

E. The parties desire to amend the Host Agreement, in accordance with the terms and conditions set forth herein.

F. The parties intend that, in the event of any inconsistency between the terms of this Fifth Amendment and the prior executed documents, the terms of this Fifth Amendment shall govern.

IN CONSIDERATION of the mutual benefits provided by this Fifth Amendment, the parties agree that the Host Agreement is hereby further amended as follows:

### **Article I – Amendments to Host Agreement**

- 1.1 The following Paragraphs of the Host Agreement shall be deleted in their entirety:

- a. **1990 Agreement**

Paragraph 2 – Effective Date

Paragraph 4 – Township Consent

Paragraph 6 c) – Development of Landfill Facility

Paragraph 7 – Township Not to Object to Permit – second sentence only

Paragraph 8(a) – Free Collection and Disposal (prior to Opening Day)

Paragraph 8(b) – Free Collection and Disposal (after Opening Day) – second sentence only

Paragraph 9 – Reimbursement to Township – fourth sentence only

Paragraphs 10(a), 10(b) – Waste Management Contributions

Paragraphs 11a(b), 11a(c) – Bonding

Paragraph 13(b) – Operation of Landfill Facility – second and third sentence only

Paragraph 13(h) – Operation of Landfill

Paragraph 18(a) – Waste Management’s End-Use Obligations

Paragraph 19 – Commercial Development Property

Paragraph 20a – Tax Guarantee – last sentence only  
Paragraph 21 – Deed Restrictions  
Paragraph 22 – Adjacent Property Protection  
Paragraph 23 – Volume Reduction  
Paragraph 24 – Other Landfills  
Paragraph 25 – Additional Facilities in the Township and County – delete the following wording in the first sentence: “(1) locate or seek to locate a sanitary landfill as defined in Act 641 or any successor or amendatory Act, within the Township.”  
Paragraph 27 - Notices  
Paragraph 30(a) – Termination of Waste Management Duties and Obligations  
Exhibits “J”, “L”, “M”

**b. First Amendment**

Paragraph 2 – Disposal  
Paragraph 3 – Tax Guarantee – last sentence only  
Paragraph 4 – Wetland Permits

**c. Codicil – Entire document shall be deemed null and void**

**d. Second Amendment**

Paragraph 2 b)  
Paragraph 2 d) (this Paragraph was superseded by Paragraph 3a) of the Third Amendment)  
Paragraph 3 a)

**e. Third Amendment**

Paragraph 2 a)  
Paragraph 2 b)  
Paragraph 4(a), (b), (d), (e), (f), (g)

**f. Fourth Amendment**

Paragraph 2.2 (last sentence only)  
Paragraph 2.3  
Paragraph 2.4  
Paragraph 3  
Paragraph 4.3  
Paragraph 4.6  
Paragraph 4.7  
Paragraph 4.8

g. **Supplemental Documents** – All documents shall be deemed null and void.

1.2 The following definitions shall be added to Paragraph 1 of the 1990 Agreement:

**“Clubhouse”** shall mean the golf clubhouse (approximately 10,664 square feet) and cart storage shed (approximately 4,500 square feet) located on the Golf Course Property, including non-exclusive use of adjacent driveways and parking areas, but excluding the service shed that is located off of Hannan Road.

**“Clubhouse Lease”** shall mean the Agreement for Lease of Real Estate-Land and Building in the form of Exhibit “F” attached hereto.

**“Deed Restrictions”** shall mean the term “Restrictions”, as defined in the Release of Deed Restrictions in Exhibit “E” attached hereto.

**“Effective Date”** shall mean the date on which all of the following documents have been adopted, executed and recorded, as required, all in form and content acceptable to WMM, in its sole and reasonable judgment:

- i. this Fifth Amendment is fully executed by the parties and approved by an appropriate Township Resolution of Support in the form of Exhibit “C-1”;
- ii. the Supplemental Documents that are in the form of Township Resolutions are rescinded by adoption by the Township of a Rescinding Resolution in the form of Exhibit “C-2”, which Rescinding Resolution is to be placed in escrow pending receipt of the Letter of Consistency;
- iii. the Deed Restrictions have been removed by means of the Township executing the Release of Deed Restrictions in the form of Exhibit “E” attached hereto and such document is placed in escrow pending receipt of the Letter of Consistency; and
- iv. Wayne County has issued a Letter of Consistency approving the inclusion of the Expansion Area in the Plan.

WMM’s receipt of any and all other required permits, licenses and approvals necessary to conduct operations within the Expansion Area, including wetland permits, air permits, solid waste permits and storm water permits, shall not be deemed a condition for the Effective Date taking place.

**“Expansion Area”** shall mean the property shown as such in Exhibit “A” attached hereto.

**“Golf Course Property”** shall mean the property on which the Woodlands of Van Buren Golf Course currently operates.

**“Host Agreement”** shall mean the 1990 Agreement between the parties, as amended by the First Amendment, Codicil, Second Amendment, Third Amendment and Fourth Amendment, all as amended by this Fifth Amendment.

**“Landfill”** shall mean Woodland Meadows Landfill, including the Expansion Area, located in Van Buren Township, Michigan.

**“Landscaped Buffer Area”** shall mean the property shown as such in Exhibit “A”.

**“Letter of Consistency”** shall mean the letter to be signed by Wayne County confirming the inclusion of the Expansion Area in the Plan.

**“MDEQ”** shall mean the Michigan Department of Environmental Quality, formerly known as the Michigan Department of Natural Resources, including any successor entity.

**“Plan”** shall mean the Wayne County Solid Waste Management Plan, as approved by the MDEQ in November 2002, and as may be modified in the future pursuant to any amendment or update process.

**“Rescinding Resolution”** shall mean the Township Resolution in the form of Exhibit “C-2” attached hereto.

**“Reimbursement Agreements”** shall mean the agreement to be tendered by WMM to those property owners listed in Exhibit B-2 attached hereto, which agreement shall be in the form set forth in Exhibit “B-1” attached hereto.

**“Resolution of Support”** shall mean the resolution to be adopted by the Township approving the Landfill Expansion, in the form of Exhibit “C-1” attached hereto.

**“Setback Area”** shall mean the property shown as such in Exhibit “A”.

**“Supplemental Documents”** shall mean the documents set forth in Paragraph B of the Statement of Purpose above.

All references to **“Act 641”** shall now refer to Part 115 of the Natural Resources and Environmental Act, Public Act 451 of 1994, MCL 324.11501 et seq., including all applicable rules and regulations promulgated thereunder, all as such may be amended in the future (**“Part 115”**).

1.3 Paragraph 2 of the 1990 Agreement is hereby amended in its entirety and shall read as follows:

“Following execution of the Fifth Amendment, the Township will adopt a Resolution of Support in the form of Exhibit “C-1” attached hereto that approves the use of the Expansion Area

for solid waste landfill purposes (“Expansion Area”). WMM will take appropriate steps to have the Expansion Area included in the Plan by promptly submitting the Resolution of Support to the Wayne County Facility Inclusion Committee under the “Facility Inclusion Process” provisions of the current Plan. While the parties hereto cannot control the timeframe of the approval process, the parties shall exercise best faith efforts to expedite the process. The Township agrees to actively support the inclusion of the Expansion Area throughout the course of the Facility Inclusion Process.

Following Wayne County’s inclusion of the Expansion Area in the Plan and its issuance of a Letter of Consistency, WMM will prepare a construction permit application for the Expansion Area for submittal to the MDEQ. WMM anticipates that MDEQ will need to issue a wetland permit prior to the time MDEQ will issue the construction permit for the Expansion Area.

Pending issuance of the Letter of Consistency the parties shall deposit the Rescinding Resolution and Release of Deed Restrictions in escrow, to be held by either the Township or WMM’s attorney. Such documents shall be released from escrow strictly in accordance with the following:

- i) In the event that the inclusion of the Expansion Area in the Plan and the issuance of the Letter of Consistency do not take place within twenty-four (24) months following the date of execution of this Fifth Amendment, Township shall have the right, in its sole discretion, to terminate this Fifth Amendment in its entirety. Following such termination: a) the Deed Restrictions and the Rescinding Resolution shall be released from escrow and returned to the Township and shall be deemed null and void, b) the Resolution of Support shall be deemed null and void, and c) the Host Agreement and the Supplemental Documents shall be deemed to remain in full force and effect.
- ii) In the event of the inclusion of the Expansion Area in the Plan and the issuance of the Letter of Consistency within the twenty-four month period set forth above, the Rescinding Resolution and the Deed Restrictions shall be released from escrow and shall be deemed in full force and effect, and the Deed Restrictions shall be recorded with the Wayne County Register of Deeds.”

1.4 Paragraph 4 of the 1990 Agreement and Paragraph 2 of the Fourth Amendment are hereby amended in their entirety and shall read as follows:

“The Township will support future WMM applications for permits (including, without limitation, wetland, solid waste, air, storm water, soil erosion and sanitary sewer permits) to expand the Landfill in the Expansion Area, in accordance with the terms of the Host Agreement. The Township will reserve the right to retain an engineering/environmental consultant to review and comment on any plans that WMM submits to MDEQ. Prior to submittal of any such Plans to MDEQ, WMM shall provide a copy to the Township.”

1.5 New Sub-Paragraphs 6 e), f), g) and h) to the 1990 Agreement are hereby added:

“e) The frontage property located along Ecorse Road consist of two areas, that being the Landscaped Buffer Area (shown as such on Exhibit “A”) and Setback Area (shown as such on Exhibit “A”), and solid waste will not be disposed of on either of such areas.

The Setback Area may be used for construction and operation of ancillary facilities in support of Landfill operations, such as sedimentation basins, flares, blower plant, gas plant or storage building. The provisions of Paragraphs 14 and 15 of the 1990 Agreement shall apply to the development of the Setback Area. In addition, WMM shall exercise best faith efforts not to locate sedimentation ponds along Ecorse Road, without the express approval of the Township.

WMM will make the Landscape Buffer Areas along Ecorse Road (approximately 50 feet wide) and I-275 (approximately 25 feet wide) available to the Township for recreational use as a hiking/biking trail. The construction, operation and maintenance of such trails shall be solely at the Township’s expense. While the construction of such a bike/hiking path along Ecorse Road will require securing the approval of the other property owners, WMM agrees that such recreational path may be installed along Ecorse Road if and when all necessary land owner approvals are obtained.

Exhibit “A” is a conceptual drawing, and is subject to minor revisions in the course of the detailed engineering design process.

f) The Landfill height limitations, as set forth in Paragraph 6 b) of the 1990 Agreement, as amended by Paragraph 2 of the Third Amendment, shall remain in effect and shall be applicable to the Expansion Area.

g) WMM will install and maintain landscaping and WMM shall provide regular mowing within the Landscaped Buffer Area, in accordance with plans to be agreed upon by the parties. WMM shall establish a budget of \$350,000 for landscaping purposes within the Expansion Area. During the time Landfill operations are conducted in the Expansion Area, WMM will coordinate all landscaping work; provided however, the Township shall have the right to coordinate any landscaping work within the public rights-of-way. All landscaping plans shall be submitted in advance to the Township for its review and approval.”

h) Subsequent to the Effective Date and prior to the issuance of the MDEQ construction permit for the Expansion Area, WMM may conduct soil borrowing on within the Expansion Area subject to the following: i) WMM shall comply with the provisions of Paragraphs 14 and 15 of the 1990 Agreement, and ii) WMM shall comply with all applicable laws and regulations.

1.6 The second sentence in Paragraph 8(b) of the 1990 Agreement and Paragraph 2(a) of the Second Amendment are hereby amended in their entirety and shall read as follows:

WMM will continue to offer free curbside collection and disposal services (household waste, yard waste, recyclables), in the manner currently being provided to Township

residents, to Township residents for a period of five (5) years from the Effective Date. Following the end of such five (5) year period: i) WMM shall be responsible solely for the cost of solid waste and yard waste disposal services, ii) Township residents or the Township shall be responsible for the cost of curbside collection services (household waste, yard waste, recyclables), and iii) at Township's election: x) WMM shall continue to provide such curbside collection services at rates that are competitive with rates being charged for similar services to residents in Wayne County, or y) Township may secure such curbside collection services pursuant to competitive proposals or a competitive bidding process.

WMM shall make available on a once per year basis, on a date mutually agreed upon by the parties, a space at the Landfill for drop-off of household hazardous wastes by Township residents. While there shall be no charge for the use of such space, payment for the costs for disposal of such household hazardous wastes collected on such drop-off dates shall be as set forth in Paragraph 3a) of the Third Amendment.

1.7 The second paragraph of Paragraph 9 of the 1990 Agreement is hereby deleted, and the following language is added to Paragraph 9 of the 1990 Amendment (as such paragraph was amended by Paragraph 2(e) of the Second Amendment):

“a. The parties previously established the “Opening Day” as such term is used in Paragraph 9 of the 1990 Agreement, as May 1. Commencing and effective on May 1 immediately following the Effective Date, the host fee set forth in Paragraph 9 of the 1990 Agreement (as amended by Paragraph 2(e) of the Second Amendment) will be amended as set forth below.

b. The fee per yardage/tonnage as set forth in Paragraph 9 of the 1990 Agreement (as amended by Paragraph 2(e) of the Second Amendment) shall increase annually at the rate of two percent (2%) per annum.

c. The minimum annual host fee guarantee amount set forth in Paragraph 2e) of the Second Amendment shall continue to apply, and there shall be no annual escalation.

d. The 10 year annual average host fee set forth in Paragraph 2e) of the Second Amendment (as amended by Paragraph 3c) of the Third Amendment) shall continue to apply, and there shall be no annual escalation.

e. No later than thirty (30) days following the Effective Date, WMM shall pay the Township a single lump sum payment in the amount of Eight Million Dollars (\$8,000,000.00).”

1.8 Paragraph 10(c), (d), and (e) of the 1990 Agreement and Paragraph 3(e) of the Third Amendment are hereby amended and restated to read as follows:

“WMM shall provide to the Township on an annual basis, no later than January 31 of each year during the term of the Host Agreement (except as expressly noted otherwise below), the following grants:

- \$100,000.00 Beautification Grant
- \$50,000.00 Environmental Grant
- \$200,000.00 Public Health Grant
- \$15,000.00 Cultural Activities Grant
- \$20,000.00 Senior Center Grant (this grant will commence on the date of execution of the Fifth Amendment, with the initial payment due January 31, 2018)
- \$5,000.00 Service Center Grant (the first payment of this grant shall take place upon execution of this Fifth Amendment, with the initial payment due January 31, 2018, and this grant shall continue in effect following the initial payment solely during the term of the Clubhouse Lease)
- \$250,000 Capital Improvement Grant (this grant will commence on January 31 of the year immediately following the Effective Date).

1.9 Paragraph 11 and Paragraph 11a of the 1990 Agreement are hereby amended by substituting Waste Management, Inc. for Waste Management of North America, Inc. (“WMNA”). Upon execution of this Fifth Amendment, Waste Management Inc. (“WMI”) shall execute a Corporate Guaranty in the form of Exhibit “D” attached hereto. Following WMI’s execution of the Corporate Guaranty, as noted above, WMNA shall be relieved of all future guarantee obligations under the 1990 Agreement. By way of clarification, all references to either “Township” or “Company” as set forth in the Corporate Guarantee shall refer to Van Buren Township. In addition, WMM shall provide a liability insurance policy covering standard form casualty losses arising out of the performance of its obligations hereunder, in an amount not less than One Million Dollars (\$1,000,000.00). The Township shall be named as an additional insured upon any such policy of liability insurance.

1.10 The second and third sentences in Paragraph 13(b) of the 1990 Agreement are hereby amended and restated in their entirety, and shall read as follows:

“(b) Upon execution of the Fifth Amendment, all language in the Host Agreement as well as any prior agreements or understandings of any type or Township Resolutions (including, without limitation, the provisions of the Supplemental Documents) which limit the volumes, sources or types of waste that may be accepted at the Landfill shall be deemed null and void, and the following terms shall govern:

- i) WMM may accept any and all wastes that are currently authorized or may in the future be authorized to be accepted at Michigan Type II landfills, as set forth under Part 115. Woodland Meadows is a Type II landfill and MDEQ has adopted a regulatory scheme under Part 115 that strictly address the handling and disposal of all of these types of non-hazardous waste, and the provisions of Part 115 shall govern in all respects.
- ii) Notwithstanding the above, WMM shall not be permitted to dispose of any non-hazardous or hazardous waste at the Landfill

generated as a by-product of hydraulic fracturing without the express prior approval of the Township.”

- iii) WMM shall manage the Landfill Facility in such a manner as to prevent off-site odors. Such requirements shall particularly apply to the acceptance and disposal of bio-solid materials.

1.11 Paragraph 13(d) of the 1990 Agreement is hereby amended by adding the following sentence:

“Solid waste vehicles shall not access the Landfill off of Ecorse Road, without the prior written approval of the Township.”

1.12 Paragraph 13(h) of the 1990 Agreement is hereby amended in its entirety and shall read as follows:

“WMM will provide the Township, on an annual basis, a report showing the estimated remaining disposal capacity at the Landfill, including an estimate of the number of months of remaining life.”

1.13 Paragraph 18 of the 1990 Agreement, as amended by Paragraph 4 of the Third Amendment and clarified by the Township’s December 15, 1995 Letter of Understanding is hereby amended in its entirety and shall read as follows:

“WMM has provided the Township with an engineering report prepared by Golder and Associates confirming the construction of a ski slope on the closed portion of the Landfill is not practical from an environmental or engineering perspective. As such, WMM is relieved of any obligation to construct such ski slope pursuant to the terms of the Third Amendment. WMM and the Township shall jointly establish an end-use planning committee, on or before five (5) years from the date of closing of the Landfill, to be comprised of WMM and Township representatives, as well as residents. This committee will develop an end-use plan for the closed Landfill that is economically viable and is also viable from an engineering and environmental perspective.” The cost of implementing the end-use plan agreed upon by WMM and the end-use committee and WMM shall be borne by WMM.

1.14 The following Paragraphs 20(g) – (k) shall be added to the 1990 Agreement:

- “(g) WMM may elect to close the Golf Course and Clubhouse at any time following the Effective Date. As such, the Golf Course and Clubhouse shall continue to be operated pending receipt of the Letter of Consistency.
- (h) At any time within six (6) months following the date of closure of the Golf Course and Clubhouse, the Township may elect to enter into the Clubhouse Lease with WMM, in the form of Exhibit “F” attached hereto.

- (i) No later than thirty (30) days from the date of the execution of the Fifth Amendment, WMM will release to the Township all amounts held in the Golf Course escrow account, which account was created under the terms of the 1990 Agreement for the purpose of subsidizing golf fees for residents.
- (j) Upon payment to the Township of the amounts held in the escrow account, as set forth above, WMM shall be relieved of any obligation to make any further contributions to the escrow amount. Provided however, during the period of time in which the Golf Course remains open, WMM shall continue to provide the current subsidies solely for the benefit of Township residents utilizing the Golf Course.
- (k) Beginning as of January 1 in the year in which the Effective Date takes place, the \$200,000.00 annual tax guarantee to the Township called for under Paragraph 20a of the 1990 Agreement, as amended by Paragraph 3 of the First Amendment, shall be eliminated and WMM shall be relieved of any further obligation to provide such annual tax guarantee.”

1.15 Paragraph 21 of the 1990 Agreement is amended in its entirety, and shall read as follows:

“Upon execution of the Fifth Amendment, the Township will execute the Release of Deed Restrictions in the form of Exhibit “E” attached hereto, removing the Deed Restrictions that otherwise restrict specified activities from taking place within the Expansion Area. Such Release of Deed Restrictions shall be held in escrow, pending receipt of the Letter of Consistency, in accordance with the terms of Paragraph 1.3 of the Fifth Amendment. ”

1.16 Paragraph 22 of the 1990 Agreement is hereby amended and restated in its entirety, and shall read as follows:

“No later than thirty (30) days following the Effective Date, WMM will offer to enter into Reimbursement Agreements with those homeowners of the properties listed in Exhibit B-2 attached hereto. A copy of the form Reimbursement Agreement to be presented to such homeowners is attached as Exhibit “B-1”. Following receipt of the Reimbursement Agreement from WMM, these homeowners will have a period of 90 days in which to decide whether or not to enter into such Reimbursement Agreement. If the homeowner so decides, the Reimbursement Agreement will remain in place for the ten (10) year term (commencing on the date of issuance of the solid waste permit by MDEQ), and if the homeowner sells the property during that ten (10) year period, WMM is required to provide the applicable benefits under the Reimbursement Agreement, following which time the Reimbursement Agreement terminates. Under the terms of the Reimbursement Agreement, if the homeowner signs the Reimbursement Agreement and passes away during the course of the ten (10) year term without selling the property, the Reimbursement Agreement will remain in place for the benefit of the homeowner’s heirs for the remainder of the ten (10) year term.”

1.17 Paragraph 26 of the 1990 Agreement is amended and restated in its entirety, and shall read as follows:

“The Host Agreement, as amended by the terms of this Fifth Amendment, shall remain in effect through the period of time in which the Landfill, including the Expansion Area, is accepting solid waste for disposal.”

**Article II – General Provisions**

2.1 **Ratification.** WMM hereby reaffirms, ratifies and incorporates the terms of the Host Agreement, as amended by the terms of this Fifth Amendment. The terms of the Host Agreement, as amended by the terms of this Fifth Amendment, shall remain in full force and effect.

2.2 **Interpretation.** In the event of any inconsistency between the terms of this Fifth Amendment, the terms of this Fifth Amendment shall govern. It is the intent of the parties that the documents comprising the Host Agreement be read in a consistent manner so as to give full effect to the terms set forth in this Fifth Amendment

2.3 **Notices.** Paragraph 27 of the 1990 Agreement shall be amended and restated in its entirety, and shall read as follows:

Any notice, communication or statement required or permitted to be given under the Host Agreement shall be in writing and shall be deemed to have been sufficiently given when sent, if sent by registered or certified mail, postage pre-paid, return receipt requested, or nationally recognized overnight mail delivery, to the address of the respective party set forth below, and if sent by other means, when delivered to the respective party at the addresses set forth below:

If to the Township:                      Township Supervisor  
Van Buren Township  
46425 Tyler Road  
Belleville, Michigan 48111

Township Clerk  
Van Buren Township  
46425 Tyler Road  
Belleville, Michigan 48111

If to Waste Management              Area President  
of Michigan, Inc. or Waste      Waste Management of Michigan, Inc.  
Management, Inc.              48797 Alpha Drive, Suite 100  
Wixom, Michigan 48393

Area General Counsel  
Waste Management  
117 Wentworth Court  
Brampton, Ontario L6T5L4  
CANADA

The parties hereby execute this Fifth Amendment the day and year first above written.

**TOWNSHIP OF VAN BUREN**

**WASTE MANAGEMENT OF  
MICHIGAN, INC.**

By: \_\_\_\_\_  
Title: Supervisor

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

By: \_\_\_\_\_  
Title: Clerk

11-29-17

**LIST OF EXHIBITS**

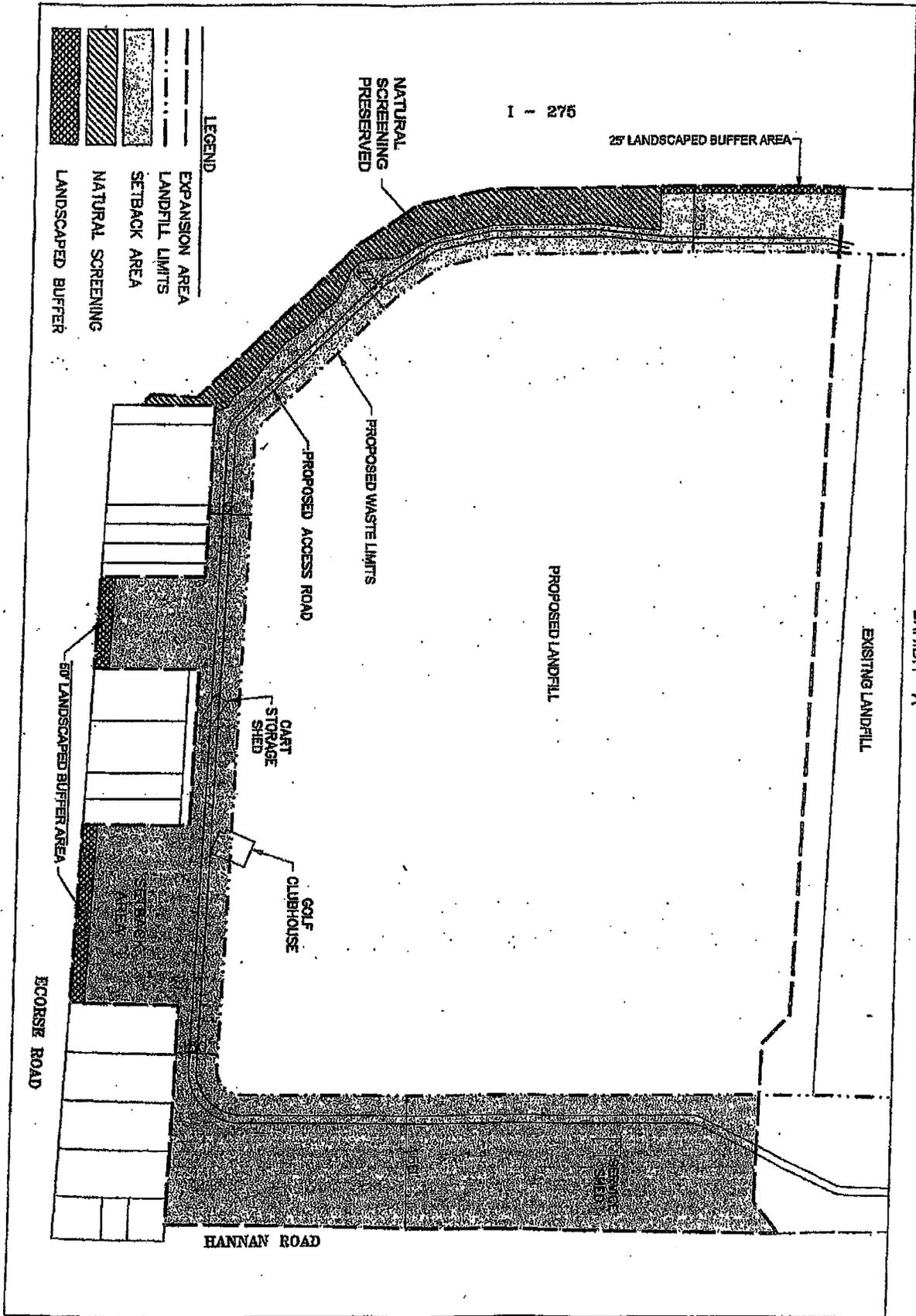
- EXHIBIT "A": Landfill Boundaries
- EXHIBIT "B-1": Reimbursement Agreement
- EXHIBIT "B-2": Eligible Property Owners
- EXHIBIT "C-1": Resolution of Support
- EXHIBIT "C-2": Rescinding Resolution
- EXHIBIT "D": WMI Corporate Guaranty
- EXHIBIT "E": Release of Deed Restrictions
- EXHIBIT "F": Clubhouse Lease

11-29-17

**EXHIBIT "A"**

**LANDFILL BOUNDARIES**

EXHIBIT "A"



1 - 275

25' LANDSCAPED BUFFER AREA

NATURAL SCREENING PRESERVED

PROPOSED WASTE LIMITS

PROPOSED ACCESS ROAD

GOLF CART STORAGE SHED

GOLF CLUBHOUSE

PROPOSED LANDFILL

EXISTING LANDFILL

LEGEND

- EXPANSION AREA
- LANDFILL LIMITS
- SETBACK AREA
- NATURAL SCREENING
- LANDSCAPED BUFFER

EXPANSION AREA  
LANDFILL LIMITS  
SETBACK AREA  
NATURAL SCREENING  
LANDSCAPED BUFFER

50' LANDSCAPED BUFFER AREA

ECORSE ROAD

HANNAN ROAD

**EXHIBIT "B-1"**

**REIMBURSEMENT AGREEMENT**

This Agreement is made as of the \_\_\_\_ day of \_\_\_\_\_, 201\_, by and between Waste Management of Michigan, Inc., a Michigan corporation whose address is 48797 Alpha Drive, Suite 100, Wixom, Michigan 48393 ("WMM"), and \_\_\_\_\_, whose address is \_\_\_\_\_ ("Owners").

**BACKGROUND**

- A. WMM and its affiliated companies are planning to expand a sanitary landfill on certain premises in Van Buren Township, Wayne County, Michigan, which sanitary landfill is commonly known as Woodland Meadows Recycling and Disposal Facility ("Landfill").
- B. Owners are the owners of residential real estate, located in the vicinity of the Landfill, as listed in Exhibit "B-2" attached hereto ("Owners" and "Property", respectively).
- C. WMM wishes to obtain Owners' support for the expansion portion of the Landfill and to provide the assurances to the Owners as indicated below.

THEREFORE, it is hereby agreed as follows:

1. **OWNERS' COOPERATION.** In consideration of the agreements and obligations of WMM set forth herein, Owners agree that they will cooperate with WMM in connection with the proposed expansion portion of the Landfill and related improvements in the vicinity of the Expansion Area ("Expansion Area"). Owners will consent to and will not take any action to interfere with, or object to, WMM's obtaining any expansion to any portion of the Landfill, and, if requested by WMM, will attend public meetings in support of the Expansion Area.
2. **EFFECTIVE PERIOD.** This Agreement, when signed, shall become effective and binding on the date of execution. The property guarantee provisions of this Agreement shall be in effect for a period of ten (10) years from the date of commencement of construction activities related to the expansion of the Landfill including soil borrowing, in the Expansion Area ("Construction Date"). This ten (10) year period shall be referred to as the "Effective Period".

The reimbursement provisions of this Agreement shall expire and be null and void in the event: i) WMM abandons all efforts to expand the Landfill and no construction related to the expansion of the Landfill has taken place within the Expansion Area or ii) if Owners do not sell the Property by the end of the Effective Period. In the event WMM abandons all efforts to expand the Landfill, it shall provide Owners with notice thereof.

**This Agreement shall only apply to "market sales" made by owner-occupants, and**

**shall not apply to short sales or foreclosure sales.**

3. LISTING WITH BROKER. In the event Owners elect to sell their Property during the Effective Period, Owners shall utilize the services of a real estate broker who shall be licensed in Michigan, not related to the Owners and, unless waived by WMM, shall be a member of the Board of Realtors Multiple Listing Exchange. Owners shall give WMM notice of their intent to list the Property for sale as well as the name of the broker with whom they wish to contract, and shall obtain WMM's approval of said broker. WMM will not unreasonably withhold such approval. If WMM objects to the Owners' choice of a broker, WMM shall state those objections, in writing, to Owners. In the event WMM reasonably objects, the Owners shall choose another broker, and proceed as described above. As sellers of the Property, Owners shall be responsible for the broker's fee.
  
4. DETERMINATION OF APPRAISED VALUE. The listing price for the Property shall be determined by the Owners, but shall not be less than the Appraised Value, as determined in accordance with the provisions of this Paragraph 4, and if applicable, Paragraph 5 herein. For the purposes of this Agreement, a "Qualified Professional Appraiser" shall mean a person who is licensed by the State of Michigan, not related to the Owners, who is not an employee or contractor of WMM or its affiliates and does not otherwise have a business relationship with WMM or its affiliates, and who is a member of at least one national appraisal association. All appraisal reports shall conform to the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

Upon receipt of notice from the Owners' of their intention to list the Property for sale, WMM shall secure the services of a Qualified Professional Appraiser, who shall determine the Appraised Value.

When a Qualified Professional Appraiser is hired pursuant to this Paragraph 4 or, if applicable, Paragraph 5, he or she shall be instructed to determine the fair market value of the Property as follows:

- a. Assume the existence of the Landfill, but assume that no landfilling activities were being undertaken or would be undertaken in the expansion portion of the Landfill;
- b. Utilize comparable Property, located a sufficient distance away from the Landfill so that, in the opinion of the appraiser the selling price of that Property was not influenced by the presence of the Landfill;
- c. Utilize comparable Property, located approximately the same distance from major population centers so that in the opinion of the appraiser the selling price of the comparable Property was not influenced by its closer proximity to new or existing population centers;
- d. Establish a fair market value which is based upon the use and zoning classification of the Property on the effective date of the Agreement (without considering sales contingent on rezoning);
- e. Prepare a full narrative appraisal, which conforms to the Code of Professional

Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute;

- f. Prepare the appraisal in full compliance with any and all state standards and state regulations which pertain to the preparation of an appraisal of the Property except those standards, and regulations which conflict with these instructions; and
- g. The Qualified Professional Appraiser shall note the condition of the Property, both interior and exterior, at the time of the appraisal.

5. OWNERS RIGHT TO CHALLENGE APPRAISED VALUE. If the Owners do not agree on the Appraised Value of the Property as determined by the Qualified Professional Appraiser secured by WMM, then Owners may elect to hire, at Owners' expense, a second Qualified Professional Appraiser, and shall so notify WMM. If WMM objects to Owners' choice of appraisers, it shall state those objections, in writing, within ten days of the notification of the choice of appraisal, to Owners. In the event WMM reasonably objects, Owners shall choose another Qualified Professional Appraiser, and proceed as described below.

In the event a second Qualified Professional Appraiser is retained, the Appraised Value shall be finally determined by a joint written determination, signed by the two Qualified Professional Appraisers.

6. TERM OF LISTING. Owners shall list the Property within 10 days of Owners' receipt of the Appraised Value (as determined in Paragraphs 4 or 5 above), at a value equal to or in excess of the Appraised Value. **During the listing term, if the Owners refuse to accept: i) any offer of purchase at or above the Appraised Value, or ii) any offer of purchase lower than the Appraised Value, but which WMM advises the Owner to accept, this Agreement shall be deemed null and void.**

Said listing contract shall provide: (a) that the broker shall list the Property in the multiple listing exchange; (b) that the Property will be so listed until the occurrence of either the (i) sale of the Property or (ii) expiration of a period of 270 days; (c) that the broker shall not be entitled to any commission after the expiration of the listing contract.

The Owners shall cooperate with the broker in obtaining a purchaser pursuant to the terms set forth in the listing agreement and shall make, in good faith, all reasonable efforts necessary to conclude a sale pursuant to the said terms.

7. OFFERS TO PURCHASE. The Owners shall accept any offer of purchase at or above the Appraised Value and, in such event, WMM will have no liability to Owners. Owners shall provide WMM with written notification of every Offer to Purchase that they receive for the Property and agree, for a period of 270 days, not to accept any offer below the Appraised Value without the express and written approval of WMM. In no event shall the Owners entertain anything other than good faith, bona fide offers of purchase.
8. WMM'S CONSENT TO PURCHASE. WMM shall have the right to make

counter offers on any offers of purchase which are below the Appraised Value. In the event the Owners accepts any such counter offer made or requested by WMM, or in the event WMM otherwise consents to a sale of the Property below the Appraised Value, the provisions of Paragraph 10 shall apply.

9. SALE WITHOUT WMM'S CONSENT. If the Owners have not received an offer of purchase at or above the Appraised Value within 270 days of listing the Property for sale, or WMM has not consented to the sale of the Property below the Appraised Value during such 270 day period, the Owners may sell the Property at the highest offer of purchase still pending or at the next good faith bona fide offer to purchase. Owners shall notify WMM, in writing, of its intention to accept such offer. In the event Owners elect to pull the Property off the market following the 270 day listing period, this Agreement shall be deemed terminated. If Owners elect to re-list the Property following the 270 day listing period, Owners must do so within 60 days thereafter, or this Agreement shall be deemed terminated.
10. OWNER'S CLAIM. The term "Sales Price" shall be the gross sales price of the Property. If the Sales Price of the Property is less than 150% of the Appraised Value, as determined herein, and Owner reasonably believes that the reason for such lowered value is because of the Property's proximity to the expansion portion of the Landfill, it shall make a claim to WMM, requesting payment for the difference between 150% of the Appraised Value and the Sales Price. Within thirty days of such request, WMM shall pay the Owner the difference.
11. ASSIGNMENT OR TRANSFER. Neither this Agreement nor the rights under it may be assigned, conveyed, or otherwise transferred by Owners. The guarantee given by WMM to guarantee the Property value is personal, and does not run with the land; however, said Agreement shall inure to the benefit of the Owners, their personal representatives, trustees, guardians, custodians or their heirs; but, in all events, shall terminate as set forth in Paragraph 2.
12. APPLICATION OF LAW; DISPUTES. This Agreement shall be construed consistent with law in the State of Michigan. Disputes concerning the application or terms of this Agreement shall be subject to the jurisdiction of the Wayne County Circuit Court.

Executed as of the date first written above.

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

**WASTE MANAGEMENT OF MICHIGAN, INC.**

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

Its: \_\_\_\_\_

**OWNERS**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

STATE OF MICHIGAN     )  
  )  
COUNTY OF WAYNE     )        SS

On this \_\_\_\_ day of \_\_\_\_\_, 201\_, personally appeared before me, and being first duly sworn by me, did say that he is the \_\_\_\_\_ of Waste Management of Michigan, Inc., the corporation named in and which executed the foregoing instrument; and the said acknowledged said instrument on behalf of the corporation.

\_\_\_\_\_  
Notary Public, Wayne County, MI  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  )  
COUNTY OF \_\_\_\_\_ )        SS

On this \_\_\_\_ day of \_\_\_\_\_, 201\_, personally appeared before me, and acknowledged the foregoing instrument.

\_\_\_\_\_  
Notary Public, Wayne County, MI

ATTACHMENT TO REIMBURSEMENT AGREEMENT

Property commonly known as \_\_\_\_\_, Van Buren Township, Wayne County, Michigan.

Full legal description is as follows:

11-29-17

**EXHIBIT "B-2"**

**ELIGIBLE PROPERTY OWNERS**

<b><u>Parcel Number</u></b>	<b><u>Owner's Name</u></b>	<b><u>Property Address</u></b>
83 004 99 0016 700	Ferguson, Dwayne	39810 Ecorse Road
83 004 99 0002 000	Kaminski, Gary	40126 Ecorse Road
83 004 99 0018 700	William, Caleb J.	39750 Ecorse Road
83 004 99 0027	Dingman, Corey and Amy	7328 Hannan Road
83 004 99 0028	Stain, Sharon D.	7346 Hannan Road

**EXHIBIT "C-1"**

**CHARTER TOWNSHIP OF VAN BUREN RESOLUTION**

**RESOLUTION OF SUPPORT**

BE IT RESOLVED, by the Charter Township of Van Buren ("Township")

WHEREAS, Waste Management of Michigan, Inc. ("WMM") owns property containing approximately 200 acres on the south side of Van Born Road east of I-275 and west of Hannan Road, which property is currently utilized as a golf course development ("Expansion Area");

WHEREAS, WMM desires to construct and operate a sanitary landfill to be expanded onto the Expansion Area ("Landfill"), to be regulated under Part 115 of the Michigan Natural Resources and Environmental Protection Act, and the rules and regulations promulgated thereunder ("Part 115"), pursuant to the terms of Fifth Amendment to Host Community Agreement between WMM and the Township;

WHEREAS, the Landfill will be particularly described in a proposed construction plans and other documentation to be provided by WMM to both the Township and the Wayne County Solid Waste Implementation Committee ("Implementation Committee");

WHEREAS, a Part 115 construction permit and operating license may not be issued for the Landfill until it is included in the Plan through the amendment procedure set forth in the Plan;

WHEREAS, the Plan encourages written agreements between applicants for plan amendments and host communities;

THEREFORE BE IT RESOLVED, that the Township consents to be the host municipality for the Landfill;

BE IT FURTHER RESOLVED, that the Township hereby recommends that the Landfill be included in the Plan under the "Fast Track" provisions of the Plan and further recommends inclusion of the Landfill and approval of said Plan by the Michigan Department of Environmental Quality;

BE IT FURTHER RESOLVED, that in consideration of the terms and conditions contained within the Host Community Agreement between the parties, including the Fifth Amendment, the Township hereby waives any and all objections to the siting of the Landfill on the Expansion Area;

BE IT FURTHER RESOLVED, that the Board of Trustees of the Township is hereby authorized to execute the Fifth Amendment, to which this Resolution is attached as Exhibit "C-1";

BE IT FURTHER RESOLVED, that this Resolution is expressly contingent upon execution of the Fifth Amendment and shall not be deemed to take effect until such time as the Fifth Amendment shall be executed;

BE IT FURTHER RESOLVED, that a copy of this Resolution of Support for the Landfill shall be mailed by the Township Clerk to the Wayne County Solid Waste Facility Inclusion Committee, Department of Public Services, 3600 Commerce Court, Building E, Wayne, Michigan 48184, Attention: Director, Land Resources Management Division, as evidence of the Township support of the Landfill expansion.

I hereby certify that the foregoing Resolution was adopted by the Board of Trustees, Charter Township of Van Buren on \_\_\_\_\_ by action of said Board.

**ATTEST**

By: \_\_\_\_\_  
Clerk  
Charter Township of Van Buren Resolution \_\_\_\_\_

**EXHIBIT "C-2"**

**CHARTER TOWNSHIP OF VAN BUREN**

**RESCINDING RESOLUTION**

BE IT RESOLVED, by the Charter Township of Van Buren, that Township Resolution 2008-44 and 2010-28, as well as all prior agreements between the Township and Waste Management of Michigan, Inc. (including the "Supplemental Documents", as such term is defined in the Fifth Amendment to Host Community Agreement referenced below ("Fifth Amendment")) that are expressly inconsistent with the terms of the Fifth Amendment, are hereby rescinded;

BE IT FURTHER RESOLVED, that this Rescinding Resolution shall become effective only upon the date that the Expansion Area (as such term is defined in the Fifth Amendment) is included in the Wayne County Solid Waste Plan ("Plan") and a Letter of Consistency is issued by Wayne County, confirming the inclusion of the Expansion Area in the Plan.

I hereby certify that the foregoing Rescinding Resolution was adopted by the Board of Trustees, Charter Township of Van Buren on \_\_\_\_\_ by action of the Board.

**ATTEST**

By: \_\_\_\_\_  
Clerk  
Charter Township of Van Buren Resolution \_\_\_\_\_

**EXHIBIT "D"**

**WMI CORPORATE GUARANTY**

**Guarantee Agreement**

This Guarantee Agreement (this "Guarantee"), dated as of \_\_\_\_\_, 201\_, is made and entered into by Waste Management, Inc., a Delaware corporation ("Guarantor").

**WITNESSETH:**

WHEREAS, Waste Management of Michigan, Inc., a subsidiary of Guarantor (the "WM Subsidiary") has entered into a Host Community Agreement, as subsequently amended (including, without limitation, the Fifth Amendment to Host Agreement) (collectively, the "Agreement") with Van Buren Township (the "Township");

WHEREAS, under the terms of the Agreement, WM Subsidiary and Township have agreed to expand Woodland Meadows Landfill; and

WHEREAS, Guarantor will directly or indirectly benefit from the provisions of the Agreement;

NOW THEREFORE, in consideration of Company entering into the Agreement, Guarantor hereby covenants and agrees as follows:

1. **GUARANTY.** Subject to the provisions hereof, Guarantor hereby irrevocably and unconditionally guarantees the performance of all obligations of the WM Subsidiary, including the payments of monies that may be due and owing under the Agreement ("Obligations") of WM Subsidiary (the "Obligations") to Company under the terms of the Agreement.

2. **DEMANDS AND NOTICE.** If WM Subsidiary fails or refuses to meet any Obligations, Company shall notify WM Subsidiary in writing of the manner in which WM Subsidiary has failed to meet and demand that performance be made by WM Subsidiary. If WM Subsidiary's failure or refusal to perform continues for a period of fifteen (15) days after the date of Company's notice to WM Subsidiary, and Company has elected to exercise its rights under this Guarantee, Company shall make a demand upon Guarantor (hereinafter referred to as a "Demand"). A Demand shall be in writing and shall reasonably and briefly specify in what manner and what amount WM Subsidiary has failed to pay and an explanation of why such payment is due, with a specific statement that Company is calling upon Guarantor to pay under this Guarantee. A Demand satisfying the foregoing requirements shall be deemed sufficient notice to Guarantor that it must pay the Obligations. A single written Demand shall be effective as to any specific default during the continuance of such default, until WM Subsidiary or Guarantor has cured such default, and additional written demands concerning such default shall not be required until such default is cured.

3. REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants that:

(a) it is a corporation duly organized and validly existing under the laws of the State of Delaware and has the corporate power and authority to execute, deliver and carry out the terms and provisions of the Guarantee;

(b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over Guarantor is required on the part of Guarantor for the execution and delivery of this Guarantee; and

(c) this Guarantee constitutes a valid and legally binding agreement of Guarantor, except as the enforceability of this Guarantee may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

4. SETOFFS AND COUNTERCLAIMS. Without limiting Guarantor's own defenses and rights hereunder, Guarantor reserves to itself all rights, setoffs, counterclaims and other defenses to which WM Subsidiary or any other affiliate of Guarantor is or may be entitled to arising from or out of the Agreement or otherwise, except for defenses arising out of the bankruptcy, insolvency, dissolution or liquidation of WM Subsidiary.

5. AMENDMENT OF GUARANTY. No term or provision of this Guarantee shall be amended, modified, altered, waived, or supplemented except in a writing signed by the parties hereto.

6. WAIVERS. Guarantor hereby waives (a) notice of acceptance of this Guarantee; (b) presentment and demand concerning the liabilities of Guarantor, except as expressly hereinabove set forth; and (c) any right to require that any action or proceeding be brought against WM Subsidiary or any other person, or except as expressly hereinabove set forth, to require that Company seek enforcement of any performance against WM Subsidiary or any other person, prior to any action against Guarantor under the terms hereof.

Except as to applicable statutes of limitation, no delay of Company in the exercise of, or failure to exercise, any rights hereunder shall operate as a waiver of such rights, a waiver of any other rights or a release of Guarantor from any obligations hereunder.

Guarantor consents to the renewal, compromise, extension, acceleration or other changes in the time of payment of or other changes in the terms of the Obligations, or any part thereof or any changes or modifications to the terms of the Agreement.

7. NOTICE. Any Payment Demand, notice, request, instruction, correspondence or other document to be given hereunder by any party to another (herein collectively called "Notice") shall be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, or by telegram or telecopier, as follows:

To Township: Van Buren Township  
46425 Tyler Road  
Van Buren Township, Michigan 48111  
Attn: Supervisor  
Fax No. \_\_\_\_\_

To Guarantor: Waste Management, Inc.  
1001 Fannin Street  
Houston, Texas 77002  
Attn.: General Counsel  
Fax No.: (855) 269-1367

Notice given by personal delivery or mail shall be effective upon actual receipt. Notice given by telegram or telecopier shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours. All Notices by telegram or telecopier shall be confirmed promptly after transmission in writing by certified mail or personal delivery. Any party may change any address to which Notice is to be given to it by giving notice as provided above of such change of address.

8. MISCELLANEOUS. THIS GUARANTEE SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. This Guarantee shall be binding upon Guarantor, its successors and assigns and inure to the benefit of and be enforceable by Company, its successors and assigns. Guarantor may assign this Guarantee and be released from its obligations hereunder with the consent of Company, which consent shall not be unreasonably withheld. The Guarantee embodies the entire agreement and understanding between Guarantor and Company and supersedes all prior agreements and understandings relating to the subject matter hereof. The headings in this Guarantee are for purposes of reference only, and shall not affect the meaning hereof. This Guarantee may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

EXECUTED as of the day and year first above written.

**WASTE MANAGEMENT, INC.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "E"**

**RELEASE OF DEED RESTRICTIONS**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Van Buren Charter Township ("Township"), a Michigan municipal corporation hereby waives, terminates and releases the Restrictions, as such term is set forth below, on the property described in Exhibit "A" attached hereto ("Expansion Area").

Such Restrictions are set forth in the May 4, 1990 Host Community Agreement between the Township and Waste Management of Michigan, Inc. and are exclusively for the benefit of the Township and for no other person or entity. The term "Restrictions" is defined as follows:

"Said property described in Exhibit "A" shall not be used for any landfill or any use or industry which involves the receipt, processing, shipping or handling of any waste materials (whether Act 641, hazardous, or toxic waste, whether solid or liquid in form), as a primary business activity of said use. Whether or not primary in nature, there shall be no landfill or disposal activity permitted on the subject parcel."

The Township has caused this Release to be signed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

**TOWNSHIP OF VAN BUREN**

By: \_\_\_\_\_  
Title: Supervisor

By: \_\_\_\_\_  
Title: Clerk

STATE OF MICHIGAN     )  
COUNTY OF                )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_ by \_\_\_\_\_, Supervisor of the Township of Van Buren and \_\_\_\_\_, Clerk of the Township of Van Buren.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
**[Print or type name]**  
Acting in \_\_\_\_\_, County, Michigan  
My Commission Expires: \_\_\_\_\_

Prepared by and after recording return to:  
DAVID A. DOMZAL, ATTORNEY AT LAW  
535 Griswold Street, Suite 1000  
Detroit, MI 48226

11-29-17

**EXHIBIT "F"**

**CLUBHOUSE LEASE**

11-29-17

## AGREEMENT FOR LEASE OF REAL ESTATE – LAND AND BUILDING

THIS LEASE ("Lease") is made as of the date noted below, by and between Waste Management of Michigan, Inc., a Michigan corporation ("WMM") and Van Buren Charter Township, a Michigan municipal corporation ("Township"), collectively the "parties".

WITNESSETH:

### 1. PREMISES AND TERM

WMM, for and in consideration of the rents and of the covenants and agreements herein contained, does hereby lease to the Township the following property located at the Woodlands of Van Buren Golf Course: the golf clubhouse (approximately 10,664 square feet) and cart storage shed (approximately 4,500 square feet), including non-exclusive use of adjacent driveways and parking areas but excluding the service shed located off Hannan Road ("Leased Premises"). A sketch of the Leased Premises is attached as Exhibit "1" hereto. The personal property that is subject to this Lease is listed in Exhibit "2" attached hereto.

The term of this Lease shall commence on the date agreed upon by the parties under the terms of the Fifth Amendment to Host Community Agreement previously entered into between the parties. The term of this Lease shall expire on the earlier to occur of the date of: i) the effective date of the Township's written notice of termination of this Lease (Township shall provide a minimum of 30 days prior notice), or ii) December 31, 2040 ("Term").

### 2. RENT

During the Term, Township hereby covenants and agrees to pay annual rental of One Dollar and 00/100 (\$1.00).

### 3. OPERATING EXPENSES

Township shall be responsible for all operating expenses associated with the use and occupancy of the Leased Premises, including, without limitation, the following ("Operating Expenses"):

- utilities (electric, gas, water, phone, sewer, internet)
- general liability insurance and automobile liability insurance
- outdoor maintenance, including grounds and landscaping maintenance, snow plowing; and parking lot repair and replacement
- trash disposal and recycling
- cleaning services
- maintenance and repairs, including maintenance and repair of the structural parts of the building and other improvements that are part of the Leased Premises, such as foundations, load bearing and exterior walls, subflooring and roof, window

frames, gutters and downspouts, and heating, ventilating and air conditioning system.

Township shall maintain the Leased Premises in conformance with all Laws (as defined below).

During the term of this Lease, WMM shall provide to Township an annual \$5,000 Service Center Grant. The first payment of this Service Center Grant shall be made upon execution of the Fifth Amendment. For each subsequent year of the Lease term, WMM shall pay the annual Service Center Grant to the Township on the first business day of each calendar year. In all other respects, the Service Center Grant shall continue in effect solely during the Term of this Lease.

#### 4. USE OF PREMISES / ALTERATIONS AND REPAIRS/QUIET ENJOYMENT

Township and all persons claiming by, through or under Township may use and occupy the Leased Premises for any lawful purpose. Township shall maintain, and shall bear the cost of maintaining the Leased Premises in compliance with all Laws (as defined below), governing the conduct of Township's business on the Leased Premises, and WMM shall have no obligation with respect thereto.

The Leased Premises shall not be used for any purpose related to the processing, transfer, storage, recycling or disposal of hazardous waste.

Township may not make any alterations and changes to the Leased Premises without WMM's advance written consent, which consent shall not be unreasonably withheld. If Township shall alter or change the Leased Premises during the term of this Lease, Township shall secure all required governmental approvals and comply with all statutes, ordinances, laws, orders, rules, permits, licenses, regulations and requirements of all applicable federal, state, county and other agencies or authorities now in effect with respect to the use, occupation or alteration of the Leased Premises ("Laws"). All Township's alterations and changes shall be solely at Township's expense.

Township shall vacate and deliver up the Leased Premises upon the expiration of the Term of this Lease, or any renewal thereof, or sooner termination of the term of this Lease, in substantially the same condition as received, reasonable wear and tear excepted. Also excepted are any modifications that WMM has approved hereunder.

During the term of this Lease, Township shall keep, afford and allow access to WMM to the Leased Premises at all reasonable times.

WMM shall provide Township quiet enjoyment of the Leased Premises, and shall not unreasonably interfere with Township's use of the Leased Premises as a result of WMM's

operation of the Landfill (including, with limitation, the generation of noise and odors) in proximity to the Leased Premises.

Subject to the terms hereof, particularly the provisions of Paragraph 8 granting WMM the prior right to approve or reject the Township's transfer, assignment etc. of any Lease rights, the Township may sublease, assign, offer concession rights, and so forth, and Township shall be entitled to all proceeds received as a result hereof.

## 5. CASUALTY

It is understood and agreed that if the Leased Premises hereby leased are damaged or destroyed in whole or in material part such that Township cannot reasonably continue its business operations, by fire or other casualty during the term hereof, the Township will repair and restore the same to good tenable condition within 90 days, to the extent practicable, Township shall be entitled to all insurance proceeds, and the Rent herein provided for shall abate entirely in case the entire Leased Premises are untenable and pro rata for the portion rendered to a tenable condition. The foregoing notwithstanding, in the event of a fire or other casualty, Township shall have the option of assigning all insurance proceeds (other than as relates to personal property or business interruption insurance) to WMM and terminating this Lease upon written notice to the WMM, at which time the parties shall be relieved from all further obligations hereunder.

## 6. INSURANCE

Each of the policies required in this Section 6 may not be cancelled, terminated or reduced by Township without first giving at least thirty (30) days' prior written notice to the WMM. All coverage shall be provided by insurance companies acceptable to WMM having a AM Best Rating of B++ or better,

Township shall carry and maintain the following types of insurance with respect to the Leased Premises and shall name WMM as an additional insured under said insurance for policies (i) through (iv).

Broad form Commercial General Liability insurance policy with a policy limit of \$1,000,000 per occurrence, \$5,000,000 in the aggregate.

Excess liability insurance, with a minimum policy limit of \$5,000,000 per occurrence and in the aggregate.

Automobile, automobile liability insurance for each automobile owned or leased by Township, with a \$1,000,000 per occurrence policy limit.

Workers' Compensation/Employer's Liability with statutory coverage with a \$500,000/accident, \$500,000/Disease-Policy, \$500,000/Disease-per employee.

Personal property damage insurance, together with insurance against vandalism and malicious mischief, with coverage limits as Township deems appropriate, for Township's personal property located in or on the Leased Premises.

Pollution Legal Liability in an amount not less than \$1,000,000.00.

#### Endorsements

The commercial general liability insurance policy and the excess liability policy shall include the Insurance Services Office Form CG 2011 0196 "Additional Insured-Manager or Lessors of Premises" endorsement, naming WMM as Additional Insured.

The General Liability and Automobile Liability policies required in Section 6.2 shall include the following endorsement: "The insurance afforded to the additional insured is primary insurance. If the WMM has other insurance which is applicable to the loss on a contributing, excess or contingent basis, the amount of this insurance company's liability under this policy shall not be reduced by the existence of such other insurance. Any insurance carried by the additional insured shall be excess and non-contributing with the insurance provided by the Township."

Certificates. Township shall provide WMM with certificates of insurance evidencing the existence of the coverages described above during all periods which Township has possession of or is using the Leased Premises. Township shall not be released from any liability whatsoever if Township fails to maintain the coverages described above. Township shall not be entitled to possession of the Leased Premises for any period during which Township is not covered by the required certificates of insurance. The failure to provide acceptable certificates of insurance shall be deemed a default but such failure to provide acceptable certificates of insurance shall in no way be deemed a waiver of any insurance requirement.

WMM Right to Obtain. In the event Township fails to obtain, pay for and maintain any insurance required herein, WMM may, but shall not be obligated to, obtain and maintain such insurance coverage. All premiums paid by WMM shall be deemed Additional Rent hereunder, and shall be paid by Township to WMM upon demand. In addition, WMM may recover from Township, and Township agrees to pay as Additional Rent to WMM, any and all reasonable expenses (including attorneys' fees) and damages which WMM may have sustained by reason of the failure of Township to obtain and maintain such insurance, it being expressly declared that the expenses and damages of WMM shall not be limited to the amount of premiums thereon.

## 7. INDEMNIFICATION

Township, to the extent allowed by applicable law, agrees to defend, indemnify and save the WMM harmless from and against any and all liability, loss, damage, Environmental Damages (as defined herein) and expense (including reasonable attorneys' fees) and from and against any and all suits, claims and demands of every kind and nature, made by or on behalf of any and all persons, firms or corporations, and arising out of or based upon any accident, injury, loss or damage, however occurring, which happens in, on or about the Leased Premises or entrances thereto during the term of this Lease due to Township's negligence or arising out of any breach or default on the part of the Township in the performance or observance of any covenant or agreement on the part of the Township to be performed or observed pursuant to the terms of this Lease. Nothing in this section shall obligate Township to indemnify WMM from liability resulting from WMM's negligence, willful misconduct or breach of WMM's obligations under this Lease, nor any Environmental Damages that may be attributable to any violation of Laws associated with WMM's prior operation of the Leased Premises.

WMM agrees to give Township prompt written notice of any claims or demands against the WMM arising out of or based upon any of the liabilities, losses or expenses against which Township is bound to defend, indemnify and save harmless the WMM. Township shall have full control over any claim or litigation, and WMM shall reasonably cooperate with Township in such efforts.

## 8. ASSIGNMENT AND SUBLETTING

Township shall not have the right to assign, sublet, mortgage, pledge or otherwise transfer this Lease without the prior written consent of WMM. Any such permitted assignment shall be in writing, and the assignee shall assume and agree to observe and perform all of the obligations and duties of Township under this Lease. Such permitted assignment shall not relieve Township of its obligations under this Lease.

## 9. FIXTURES AND SIGNAGE

All buildings and improvements on the Leased Premises and all plumbing, heating, lighting, electrical and air conditioning fixtures and equipment and other articles of personal property used in the operation of such buildings attached to the Leased Premises, sometimes herein referred to as, "Building Fixtures", if any, shall be and remain a part of the Leased Premises, subject to WMM repair or replacement as set forth above, and shall constitute the property of the WMM. Trade fixtures shall be and remain the property of the Township and may be removed from the Leased Premises upon termination of the Lease term.

All signage must comply with all applicable laws, codes and ordinances. Township shall be responsible, at its sole cost and expense, for obtaining all necessary governmental approvals and permits related to any desired signage installed by Township. All signage costs (for additional signage requested by Township), including, but not limited to, installation,

removal, and repair, shall be at Township's sole cost and expense. WMM hereby consents and grants to Township the exclusive right to place identification signage upon any portion of the Leased Premises and to establish such other signage on or about the Leased Premises that is desired by Township in its sole discretion but subject to applicable laws, codes and ordinances. WMM agrees to sign and support any and all applications related to approval of Township signage including without limitation requests for variances.

#### 10. NOTICES OR DEMANDS

All notices, waivers, demands, requests or other communications required or permitted hereunder shall, unless otherwise expressly provided, be in writing and be deemed to have been properly given, served and received.

- (a) if delivered by messenger, when delivered,
- (b) if mailed, on the third (3rd) business day after deposit in the United States certified or registered mail, postage prepaid, return receipt requested,
- (c) if telefaxed, telecopied, or sent via electronic mail, at the time in effect at the place of receipt, or at 8:00 am on the next business day thereafter if time of receipt is later than 6:00 pm, or
- (d) if delivered by reputable overnight express courier, freight prepaid, the next business day after delivery to such courier, in every case addressed to the party to be notified as following:

If to WMM:                   Waste Management of Michigan, Inc.  
48797 Alpha Drive, Suite 100  
Wixom, Michigan 48393  
ATTN: Area Vice President

With a copy to:           Area General Counsel  
Waste Management  
117 Wentworth Court  
Brampton, Ontario L6T 5L4  
CANADA

If to Township:           Township Superior  
Van Buren Township  
46425 Tyler Road  
Belleville, Michigan 48111

Township Clerk  
Van Buren Township  
46425 Tyler Road

Belleville, Michigan 48111

or to such other address(es) or addressee(s) as any party entitled to receive notice hereunder shall designate to the others in the manner provided herein for the service of notices. Rejection or refusal to accept or inability to deliver because of changed address or because no notice of changed address was given, shall be deemed receipt.

11. DEFAULT AND REMEDIES UPON DEFAULT

- A. If default shall be made in any covenant, agreement, condition or undertaking herein contained to be kept, observed and performed by Township, other than the payment of rent as herein provided, which cannot with due diligence be cured within a period of thirty (30) days, and if notice thereof in writing shall have been given to Township, and if Township prior to the expiration of thirty (30) days from and after the giving of such notice commences to eliminate the cause of such default and proceeds diligently and with reasonable dispatch to take all steps and do all work required to cure such default and does so cure such default, then WMM shall not have the right to declare the said term ended by reason of such default; provided, however, that the curing of any default in such manner shall not be construed to limit or reduce the right of WMM to declare said term ended and enforce all of its rights and remedies hereunder for any default not so cured.
- B. If a default occurs and is not cured within the time permitted herein, WMM shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative with and in addition to any other right or remedy allowed under any law or other provisions of this Lease. WMM may terminate this Lease, repossess the Leased Premises by detainer suit or other court order, and recover as damages a sum of money equal to any unpaid rent as of the termination date including interest at the rate of twelve percent (12%) per annum.
- C. Alternatively, without terminating this Lease, WMM may re-enter the Leased Premises by summary proceedings and may dispossess the Township, and with process of law, use such force as may be necessary to remove all persons and chattels therefrom. WMM shall not be liable for damages to person or property by reason of any such re-entry or forfeiture. In the event of such re-entry, WMM may relet the Leased Premises, without being obligated so to do (or to otherwise mitigate its damages), and, in the event of a reletting, may apply the rent therefrom first to the payment of WMM's expenses, including attorney's fees incurred by reason of Township's default, and the expense of reletting, including but not limited to any repairs, renovation or alteration of the Leased Premises, and then to the payment of rent and all other sums due from Township hereunder, Township remaining liable for any deficiency.

- D. In the event of a default by either party, the non-defaulting party may, at its option, elect to: (i) incur any expense necessary to perform the obligation of the defaulting party and charge the defaulting party for reasonable costs incurred in performing such obligation together with the interest at the rate of ten percent (10%) per annum and offset such costs against the defaulting party other financial obligations owed to the defaulting party; (ii) seek and recover its actual damages.
- E. WMM Default. In the event that WMM (i) fails to fulfill any of its obligations under this Lease, which default continues for a period of more than ten ( 10) days after receipt of written notice from Township specifying such default, or if such default is of a nature to require more than ten (10 days for remedy and continues beyond the time reasonably necessary to cure (and WMM has not undertaken procedures to cure the default within such period and diligently pursued such efforts to complete such cure); (ii) fails to fulfill any of its obligations under the Lease Agreement, then WMM shall be in default under this Lease (each such occurrence a “WMM Event of Default”).
- F. Township Remedies Upon WMM Event of Default. In the event of a WMM Event of Default, Township may, at its option (in addition to any other remedy available at law or in equity), elect to (i) incur any expense necessary to perform the obligation of WMM and charge WMM for reasonable costs incurred in performing such obligation together with the interest at the rate of ten percent (10%) per annum and offset such costs against Rent or other financial obligations owed to WMM under this Lease; (ii) upon written notice to WMM, terminate this Lease without limiting Township’s rights to seek and recover its actual damages from WMM .
- G. The rights and remedies in this Section and under this Agreement are cumulative and shall be not be exclusive of one another.

## 12. SURRENDER OF POSSESSION

No holdover by Township or payment by Township after the termination of this Lease shall be construed to extend the term of this Lease or prevent WMM from immediate recovery of possession of the Leased Premises by summary proceedings or otherwise. Any such month-to-month tenancy or tenancy at sufferance or hold over tenancy shall be subject to every term, condition, and covenant contained in this Lease.

## 13. SUBORDINATION – ESTOPPEL

This Lease and Township’s leasehold estate and all rights of Township hereunder shall be subject to the lien of any and all mortgages which WMM may make upon any right, title or interest of WMM in the Leased Premises, and to any and all extensions and renewals and any and all new mortgages made in lieu of or in replacement of any such mortgage, provided that any such mortgage shall provide that so long as Township shall not be in default in the performance

and observance of the terms, covenants, conditions and limitations in the Lease contained on the part of the Township to be performed and observed, no foreclosure of the lien of said mortgage for default thereof shall impair the right of Township to enjoy this Lease pursuant to all its terms and conditions. In the event of acquisition of WMM's interest in this Lease by any such mortgagee or anyone claiming through or under such mortgagee, Township will recognize as its WMM such mortgagee or the person claiming through or under such mortgagee who shall so acquire title to the WMM's interest in this Lease.

Township agrees to provide estoppel statements for benefit of future lenders or purchasers stating, if applicable and including, but not limited to, that this Lease is in effect, the terms of rental payments and whether there exists any defaults by either party to the Lease.

#### 14. BROKER'S COMMISSION

WMM and Township warrant, each to the other, that there are no brokers involved in this Lease transaction. If any other person shall assert a claim to a fee, commission or other compensation on account of alleged employment as a broker or finder or for performance of services as a broker or finder in connection with this Lease, the party hereto under whom the broker or finder is claiming shall indemnify and hold harmless the other party against and from any such claim and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought thereon.

#### 15. CONDEMNATION

If the use, occupancy or title of the entire Leased Premises shall be taken, requisitioned or sold in, by or on account of any actual or threatened eminent domain proceeding or other action by any person having the power of eminent domain (the "Condemnation"), then and in that event the term of this Lease shall terminate upon Condemnation.

In the event that a portion (but less than all) of the Leased Premises or any interest therein, including but not limited to the right of free access to the Leased Premises, shall be so taken, requisitioned or sold as to render the remaining portion of the Leased Premises unsuitable for Township's use, then the Township may, at its option, terminate this Lease and the term hereof upon Condemnation, in which event the parties shall be relieved from all further obligations hereunder. Such option shall be exercised by the Township by written notice to the WMM not less than thirty (30) days prior to the date on which possession of such portion of the Leased Premises shall be taken.

In case the taking of part of the Leased Premises by Condemnation renders the Leased Premises untenable in whole or in part, rent shall abate until the Leased Premises are again fully tenantable. If, as a result of any such taking, the area of the Leased Premises is permanently reduced, basic Rent hereunder shall be reduced in proportion to the reduction in area of the Leased Premises, and the Township may, at its option, terminate this Lease and the term hereof upon the partial Condemnation.

In the event of a Condemnation, no money or other consideration shall be payable by WMM to Township and Township has no right to share in the condemnation award or in any judgment for damages caused by such condemnation. Township shall be entitled to claim and receive any award or payment from the condemning authority expressly granted for the taking of personal property, the interruption of its business and moving expenses, but only if such claim or award does not adversely affect or interfere with the prosecution of WMM's claim for the taking or otherwise reduce the amount recoverable by WMM for the taking.

16. MISCELLANEOUS

The captions of this Lease are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions hereof.

If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provisions of this Lease shall be valid and be enforced to the fullest extent permitted by law.

This Lease shall be construed and enforced in accordance with the laws of the State of Michigan.

The failure of the WMM to enforce any term, covenant, condition, or agreement hereof by reason of its breach by the Township after notice had shall not be deemed to avoid or affect the right of the WMM to enforce the same term, covenant, condition or agreement on the occasion of the subsequent default or breach.

All signatories to this Lease represent and warrant that he/she/they are sufficiently authorized to enter this Lease on behalf of their respective parties.

This Lease may be executed in separate counterparts. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties. Facsimile signatures shall be deemed original signatures.

**WASTE MANAGEMENT  
OF MICHIGAN, INC.**

**VAN BUREN CHARTER TOWNSHIP**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Supervisor

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

Name: \_\_\_\_\_

Title: Clerk

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

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

11-29-17

EXHIBIT 1

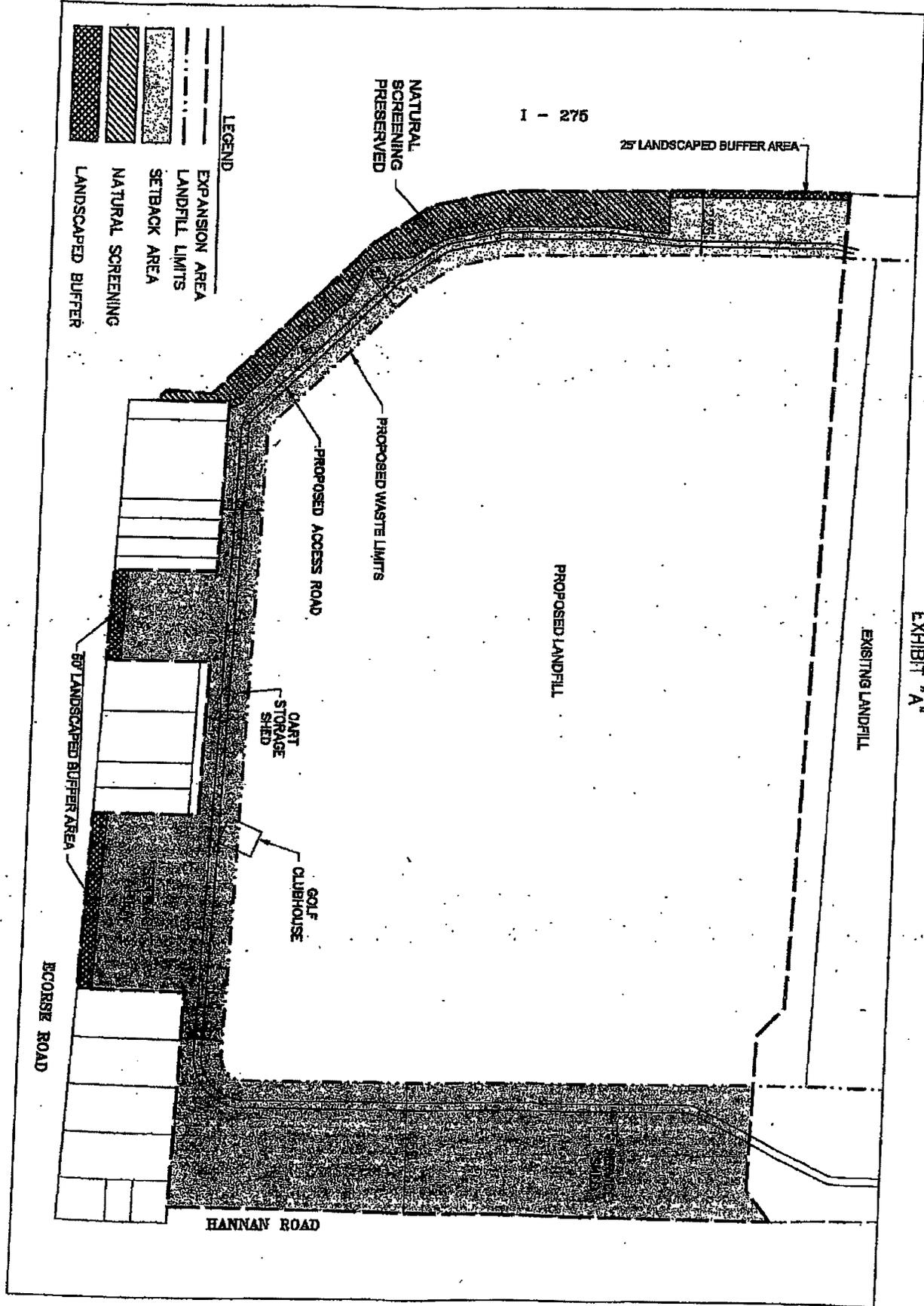
Sketch of Lease Premises

EXHIBIT 2

List of Personal Property

[Note: List will include all kitchen equipment; furniture; office equipment (excluding electronic equipment). List will exclude any equipment utilized in the operation of the golf course.]

EXHIBIT "A"



1 - 275

# Charter Township of Van Buren

## REQUEST FOR BOARD ACTION

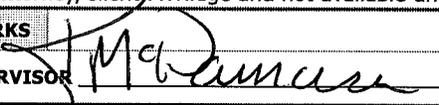
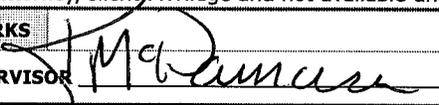
Agenda Item: \_\_\_\_\_

**WORK STUDY: 11-20-2017**  
**1<sup>ST</sup> READING DATE: 11-21-2017**  
**2<sup>ND</sup> READING DATE: 12-05-2017**

Consent Agenda	New Business X	Unfinished Business	Public Hearing
<b>ITEM (SUBJECT)</b>	First reading of Ordinance 11-21-17(1) to discuss an approval of the amendment of Sec. 42-79 of Division 3 (Blight Prevention) of Article II (Nuisances) of Chapter 42 (Environment).		
<b>DEPARTMENT</b>	Police Department		
<b>PRESENTER</b>	Lt. Charles Bazzy		
<b>PHONE NUMBER</b>	(734) 699-8930		
<b>INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)</b>	Angela Mannarino		

### Agenda topic

<b>ACTION REQUESTED</b>	First reading of Ordinance 11-21-17(1) to discuss an approval of the amendment of Sec. 42-79 of Division 3 (Blight Prevention) of Article II (Nuisances) of Chapter 42 (Environment).
<b>BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)</b>	The amendment of the enforcement provision of the blight ordinances, Sec. 42-79, provides for civil infraction penalties.

<b>BUDGET IMPLICATION</b>	None anticipated
<b>IMPLEMENTATION NEXT STEP</b>	If approved, after the 1 <sup>st</sup> and 2 <sup>nd</sup> reading, a notice of adoption will be placed in the newspaper and the Ordinance will go into effect.
<b>DEPARTMENT RECOMMENDATION</b>	Approval
<b>COMMITTEE/COMMISSION RECOMMENDATION</b>	
<b>ATTORNEY RECOMMENDATION</b>	Approval (May be subject to Attorney/Client Privilege and not available under FOIA)
<b>ADDITIONAL REMARKS</b>	
<b>APPROVAL OF SUPERVISOR</b>	

**CHARTER TOWNSHIP OF VAN BUREN  
County of Wayne, State of Michigan**

**Ordinance No.: 11-21-17(1)  
(Township Board Meeting Date)**

At a regular meeting of the Township Board of the Charter Township of Van Buren, Wayne County, Michigan, held in the Van Buren Township Hall within the Township, on the \_\_\_\_\_ day of \_\_\_\_\_, 2017 at 7:00 p.m.

PRESENT: Trustees: \_\_\_\_\_

ABSENT: Trustee: \_\_\_\_\_

It was moved by Trustee \_\_\_\_\_ and supported by Trustee \_\_\_\_\_ the following Ordinance be adopted to amend Sec. 42-79 of Division 3 (Blight Prevention) of Article II (Nuisances) of Chapter 42 (Environment) to read as follows:

**THE CHARTER TOWNSHIP OF VAN BUREN ("Township"), COUNTY OF WAYNE, MICHIGAN ORDAINS:**

**Sec. 42-79. - Enforcement of division; penalties for violation of division.**

- (a) This division shall be enforced by such persons who shall be so designated by the township board.
- (b) The owner, if possible, and the occupant of any property upon which any of the causes of blight or blighting factors set forth in section 42-78 is found to exist shall be notified in writing to remove or eliminate such causes of blight or blighting factors from such property within ten days after service of the notice upon him. Such notice may be served by first class mail and posting a notice in a conspicuous location on the property or such notice may be served by personal service. Additional time may be granted by the enforcement officer where bona fide efforts to remove or eliminate such causes of blight or blighting factors are in progress.
- (c) Violation of this division shall be a municipal civil infraction. The fine for violation of this section shall be one hundred fifty dollars (\$150.00) for a first offense, two hundred fifty dollars (\$250.00) for a second offense, and five hundred dollars (\$500.00) for a third or subsequent offense. Each day that a violation continues to exist shall constitute a separate offense.

**Effective Date**

This amendment shall become effective upon publication in a newspaper of general circulation within the Charter Township of Van Buren.

THIS ORDINANCE IS HEREBY DECLARED TO HAVE BEEN ADOPTED BY THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF VAN BUREN, COUNTY OF WAYNE, STATE OF MICHIGAN, AT A REGULAR MEETING, CALLED AND HELD ON THE \_\_\_\_\_ day of \_\_\_\_\_, 2017.

YEAS (in favor of amendment): \_\_\_\_\_

NAYS (opposed to amendment): \_\_\_\_\_

ABSENT: \_\_\_\_\_

I hereby approve the foregoing Ordinance.

---

Kevin McNamara,  
Supervisor, Charter Township of Van Buren

---

Leon Wright,  
Clerk, Charter Township of Van Buren

Adopted: \_\_\_\_\_  
Published: \_\_\_\_\_  
Effective: \_\_\_\_\_

Sec. 42-79. - Enforcement of division; penalties for violation of division.

- (a) This division shall be enforced by such persons who shall be so designated by the township board.
- (b) The owner, if possible, and the occupant of any property upon which any of the causes of blight or blighting factors set forth in section 42-78 is found to exist shall be notified in writing to remove or eliminate such causes of blight or blighting factors from such property within ten days after service of the notice upon him. Such notice may be served first class mail and posting a notice in a conspicuous location on the property or such notice may be served by personal service~~personally or by registered mail, return receipt requested.~~ Additional time may be granted by the enforcement officer where bona fide efforts to remove or eliminate such causes of blight or blighting factors are in progress.
- (c) Violation of this division shall be a municipal civil infraction. The fine for violation of this section shall be one hundred fifty dollars (\$150.00) for a first offense, two hundred fifty dollars (\$250.00) for a second offense, and five hundred dollars (\$500.00) for a third or subsequent offense. Each day that a violation continues to exist shall constitute a separate offense~~misdemeanor which shall be punishable, upon conviction, as provided in section 1-13.~~

# Charter Township of Van Buren

## REQUEST FOR BOARD ACTION

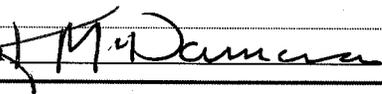
Agenda Item: \_\_\_\_\_

**WORK STUDY: 11-20-2017**  
**1<sup>ST</sup> READING DATE: 11-21-2017**  
**2<sup>ND</sup> READING DATE: 12-05-2017**

Consent Agenda	New Business X	Unfinished Business	Public Hearing
<b>ITEM (SUBJECT)</b>	First reading of Ordinance 11-21-17(2) to discuss an approval of the amendment of Sec. 42-55 of Division 2 (Trailers & Vehicles) of Article II (Nuisances) of Chapter 42 (Environment).		
<b>DEPARTMENT</b>	Police Department		
<b>PRESENTER</b>	Lt. Charles Bazzy		
<b>PHONE NUMBER</b>	(734) 699-8930		
<b>INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)</b>	Angela Mannarino		

### Agenda topic

<b>ACTION REQUESTED</b>	First reading of Ordinance 11-21-17(2) to discuss an approval of the amendment of Sec. 42-55 of Division 2 (Trailers & Vehicles) of Article II (Nuisances) of Chapter 42 (Environment).
<b>BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)</b>	The amendment of the enforcement provision of the trailers and vehicles ordinance, Sec. 42-55, provides for civil infraction penalties.

<b>BUDGET IMPLICATION</b>	None anticipated
<b>IMPLEMENTATION NEXT STEP</b>	If approved, after the 1 <sup>st</sup> and 2 <sup>nd</sup> reading, a notice of adoption will be placed in the newspaper and the Ordinance will go into effect.
<b>DEPARTMENT RECOMMENDATION</b>	Approval
<b>COMMITTEE/COMMISSION RECOMMENDATION</b>	
<b>ATTORNEY RECOMMENDATION</b>	Approval
(May be subject to Attorney/Client Privilege and not available under FOIA)	
<b>ADDITIONAL REMARKS</b>	
<b>APPROVAL OF SUPERVISOR</b>	

**CHARTER TOWNSHIP OF VAN BUREN**  
**County of Wayne, State of Michigan**

**Ordinance No.:** 11-21-17(2)  
**(Township Board Meeting Date)**

At a regular meeting of the Township Board of the Charter Township of Van Buren, Wayne County, Michigan, held in the Van Buren Township Hall within the Township, on the \_\_\_\_\_ day of \_\_\_\_\_, 2017 at 7:00 p.m.

PRESENT: Trustees: \_\_\_\_\_

ABSENT: Trustee: \_\_\_\_\_

It was moved by Trustee \_\_\_\_\_ and supported by Trustee \_\_\_\_\_ the following Ordinance be adopted to amend Sec. 42-55 of Division 2 (Trailers & Vehicles) of Article II (Nuisances) of Chapter 42 (Environment) to read as follows:

THE CHARTER TOWNSHIP OF VAN BUREN ("Township"), COUNTY OF WAYNE, MICHIGAN ORDAINS:

Sec. 42-55. - Penalty for violation of division.

- (a) Any person who violates any of the provisions of this division shall be deemed responsible for a civil infraction. The fine for violation of this section shall be one hundred fifty dollars (\$150.00) for a first offense, two hundred fifty dollars (\$250.00) for a second offense, and five hundred dollars (\$500.00) for a third or subsequent offense. Each day that a violation continues to exist shall constitute a separate offense.
- (b) In addition to the imposition of the fines and penalties described in subsection (a) of this section and Sec. 1-13, the township building and zoning inspector, any township police officer, or such other officer as the township board may designate may cause any vehicle, trailer, or parts thereof, which violate the provisions of this division, to be removed from the premises, impounded and destroyed or sold for junk, in the discretion of such officer, and the cost thereof assessed against the owner of such vehicle, trailer or parts thereof, or of the premises on which the same are located. Any sums of money realized on the sale over and above the costs incurred by the township shall be reimbursed to the owner of such vehicle, trailer or parts thereof.

**Effective Date**

This amendment shall become effective upon publication in a newspaper of general circulation within the Charter Township of Van Buren.

THIS ORDINANCE IS HEREBY DECLARED TO HAVE BEEN ADOPTED BY THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF VAN BUREN, COUNTY OF WAYNE, STATE OF MICHIGAN, AT A REGULAR MEETING, CALLED AND HELD ON THE \_\_\_\_\_ day of \_\_\_\_\_, 2017.

YEAS (in favor of amendment): \_\_\_\_\_

NAYS (opposed to amendment): \_\_\_\_\_

ABSENT: \_\_\_\_\_

I hereby approve the foregoing Ordinance.

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Kevin McNamara,  
Supervisor, Charter Township of Van Buren

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Leon Wright,  
Clerk, Charter Township of Van Buren

Adopted: \_\_\_\_\_

Published: \_\_\_\_\_

Effective: \_\_\_\_\_

Sec. 42-55. - Penalty for violation of division.

- (a) Any person who violates any of the provisions of this division shall be deemed responsible for a civil infraction. The fine for violation of this section shall be one hundred fifty dollars (\$150.00) for a first offense, two hundred fifty dollars (\$250.00) for a second offense, and five hundred dollars (\$500.00) for a third or subsequent offense. Each day that a violation continues to exist shall constitute a separate offense~~guilty of a misdemeanor and shall be punished as provided in section 1-13.~~ Each day that a violation continues to exist shall constitute a separate offense.
- (b) In addition to the imposition of the fines and penalties described in subsection (a) of this section and Sec. 1-13, the township building and zoning inspector, any township police officer, or such other officer as the township board may designate may cause any vehicle, trailer, or parts thereof, which violate the provisions of this division, to be removed from the premises, impounded and destroyed or sold for junk, in the discretion of such officer, and the cost thereof assessed against the owner of such vehicle, trailer or parts thereof, or of the premises on which the same are located. Any sums of money realized on the sale over and above the costs incurred by the township shall be reimbursed the owner of such vehicle, trailer or parts thereof.

# Charter Township of Van Buren

## REQUEST FOR BOARD ACTION

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

**WORK STUDY: 11-20-2017**  
**1<sup>ST</sup> READING DATE: 11-21-2017**  
**2<sup>ND</sup> READING DATE: 12-05-2017**

Consent Agenda	New Business X	Unfinished Business	Public Hearing
<b>ITEM (SUBJECT)</b>	First reading of Ordinance 11-21-17(3) to discuss an approval of the amendment of Sec. 46-32 of Article II (Fire Prevention Code) of Chapter 46 (Fire Prevention and Protection).		
<b>DEPARTMENT</b>	Police Department		
<b>PRESENTER</b>	Lt. Charles Bazzy		
<b>PHONE NUMBER</b>	(734) 699-8930		
<b>INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)</b>	Angela Mannarino		

### Agenda topic

<b>ACTION REQUESTED</b>	First reading of Ordinance 11-21-17(3) to discuss an approval of the amendment of Sec. 46-32 of Article II (Fire Prevention Code) of Chapter 46 (Fire Prevention and Protection).
<b>BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)</b>	The amendment of the enforcement provision of the fire prevention code ordinance, Sec. 46-32, provides for civil infraction penalties.
<b>BUDGET IMPLICATION</b>	None anticipated
<b>IMPLEMENTATION NEXT STEP</b>	If approved, after the 1 <sup>st</sup> and 2 <sup>nd</sup> reading, a notice of adoption will be placed in the newspaper and the Ordinance will go into effect.
<b>DEPARTMENT RECOMMENDATION</b>	Approval
<b>COMMITTEE/COMMISSION RECOMMENDATION</b>	
<b>ATTORNEY RECOMMENDATION</b>	Approval (May be subject to Attorney/Client Privilege and not available under FOIA)
<b>ADDITIONAL REMARKS</b>	
<b>APPROVAL OF SUPERVISOR</b>	

**CHARTER TOWNSHIP OF VAN BUREN  
County of Wayne, State of Michigan**

**Ordinance No.: 11-21-17(3)  
(Township Board Meeting Date)**

At a regular meeting of the Township Board of the Charter Township of Van Buren, Wayne County, Michigan, held in the Van Buren Township Hall within the Township, on the \_\_\_\_\_ day of \_\_\_\_\_, 2017 at 7:00 p.m.

PRESENT: Trustees: \_\_\_\_\_

ABSENT: Trustee: \_\_\_\_\_

It was moved by Trustee \_\_\_\_\_ and supported by Trustee \_\_\_\_\_ the following Ordinance be adopted to amend Sec. 46-32 of Article II (Fire Prevention Code) of Chapter 46 (Fire Prevention and Protection) to read as follows:

THE CHARTER TOWNSHIP OF VAN BUREN ("Township"), COUNTY OF WAYNE, MICHIGAN ORDAINS:

Sec. 46-32. - Violation and penalty.

Any person, firm, corporation or legal entity that violates disobeys, omits, neglects or refuses to comply with any provision of this code or standard hereby adopted or fails to comply therewith; or who shall violate or fail to comply with any order made thereunder; or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder; or fails to operate in accordance with any certificate or permit issued thereunder; and from which no appeal has been taken; or who shall fail to comply with such an order as affirmed or modified by a court of competent jurisdiction, within the time fixed by the code, shall jointly and severally for each and every such violation and noncompliance, respectively, be responsible for a municipal civil infraction, punishable by a fine of one hundred fifty dollars (\$150.00) for a first offense, two hundred fifty dollars (\$250.00) for a second offense, and five hundred dollars (\$500.00) for a third or subsequent offense. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue; and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified the application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions. Each day that prohibited conditions are maintained shall constitute a separate offense.

**Effective Date**

This amendment shall become effective upon publication in a newspaper of general circulation within the Charter Township of Van Buren.

THIS ORDINANCE IS HEREBY DECLARED TO HAVE BEEN ADOPTED BY THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF VAN BUREN, COUNTY OF WAYNE, STATE OF MICHIGAN, AT A REGULAR MEETING, CALLED AND HELD ON THE \_\_\_\_\_ day of \_\_\_\_\_, 2017.

YEAS (in favor of amendment): \_\_\_\_\_

NAYS (opposed to amendment): \_\_\_\_\_

ABSENT: \_\_\_\_\_

I hereby approve the foregoing Ordinance.

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Kevin McNamara,  
Supervisor, Charter Township of Van Buren

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Leon Wright,  
Clerk, Charter Township of Van Buren

Adopted: \_\_\_\_\_  
Published: \_\_\_\_\_  
Effective: \_\_\_\_\_

Sec. 46-32. - Violation and penalty.

Any person, firm, corporation or legal entity that violates disobeys, omits, neglects or refuses to comply with any provision of this code or standard hereby adopted or fails to comply therewith; or who shall violate or fail to comply with any order made thereunder; or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder; or fails to operate in accordance with any certificate or permit issued thereunder; and from which no appeal has been taken; or who shall fail to comply with such an order as affirmed or modified by a court of competent jurisdiction, within the time fixed by the code, shall jointly and severally for each and every such violation and noncompliance, respectively, be responsible for a municipal civil infraction, punishable by a fine of one hundred fifty dollars (\$150.00) for a first offense, two hundred fifty dollars (\$250.00) for a second offense, and five hundred dollars (\$500.00) for a third or subsequent offenses shall severally for each and every such violation and noncompliance, respectively, be guilty of a misdemeanor, punishable upon conviction by a fine of not less than \$100.00 nor more than \$500.00 or by imprisonment for not more than 90 days or by both such fine and imprisonment in the discretion of the court. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue; and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified the application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions. Each day that prohibited conditions are maintained shall constitute a separate offense.

# Charter Township of Van Buren

## REQUEST FOR BOARD ACTION

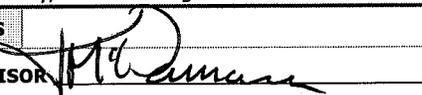
Agenda Item: \_\_\_\_\_

**WORK STUDY: 11-20-2017**  
**1<sup>ST</sup> READING DATE: 11-21-2017**  
**2<sup>ND</sup> READING DATE: 12-05-2017**

Consent Agenda	New Business X	Unfinished Business	Public Hearing
<b>ITEM (SUBJECT)</b>	First reading of Ordinance 11-21-17(4) to discuss an approval of the amendment of Sec. 58-106 of Division 2 (Trespass) of Article IV (Offenses against Property) of Chapter 58 (Offenses and Miscellaneous Provisions).		
<b>DEPARTMENT</b>	Police Department		
<b>PRESENTER</b>	Deputy Director Jason Wright		
<b>PHONE NUMBER</b>	(734) 699-8930		
<b>INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)</b>	Angela Mannarino		

### Agenda topic

<b>ACTION REQUESTED</b>	First reading of Ordinance 11-21-17(4) to discuss an approval of the amendment of Sec. 58-106 of Division 2 (Trespass) of Article IV (Offenses against Property) of Chapter 58 (Offenses and Miscellaneous Provisions).
<b>BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)</b>	The amendment of the trespassing ordinance clarifies the notification process when an individual is trespassing to allow the police officer to make notification upon authorization of the property owner and to allow for notification by posting the property.

<b>BUDGET IMPLICATION</b>	None anticipated
<b>IMPLEMENTATION NEXT STEP</b>	If approved, after the 1 <sup>st</sup> and 2 <sup>nd</sup> reading, a notice of adoption will be placed in the newspaper and the Ordinance will go into effect.
<b>DEPARTMENT RECOMMENDATION</b>	Approval
<b>COMMITTEE/COMMISSION RECOMMENDATION</b>	
<b>ATTORNEY RECOMMENDATION</b>	Approval (May be subject to Attorney/Client Privilege and not available under FOIA)
<b>ADDITIONAL REMARKS</b>	
<b>APPROVAL OF SUPERVISOR</b>	

**CHARTER TOWNSHIP OF VAN BUREN  
County of Wayne, State of Michigan**

**Ordinance No.:** 11-21-17(4)  
**(Township Board Meeting Date)**

At a regular meeting of the Township Board of the Charter Township of Van Buren, Wayne County, Michigan, held in the Van Buren Township Hall within the Township, on the \_\_\_\_\_ day of \_\_\_\_\_, 2017 at 7:00 p.m.

PRESENT: Trustees: \_\_\_\_\_

ABSENT: Trustee: \_\_\_\_\_

It was moved by Trustee \_\_\_\_\_ and supported by Trustee \_\_\_\_\_ the following Ordinance be adopted to amend Sec. 58-106 of Division 2 (Trespass) of Article IV (Offenses against Property) of Chapter 58 (Offenses and Miscellaneous Provisions) to read as follows:

THE CHARTER TOWNSHIP OF VAN BUREN ("Township"), COUNTY OF WAYNE, MICHIGAN ORDAINS:

Sec. 58-106. - Unlawful entry; refusal to leave.

It shall be unlawful for any person within the township to willfully enter upon the lands or premises of another without lawful authority, after having been forbidden to do so by the owner, occupant, agent or servant of the owner or occupant, a police officer acting at the request of or on behalf of the property owner, or a notice posted by the owner in one or more places as to be plainly visible to persons unfamiliar with such property for the purpose of giving notice that trespassing is prohibited. It shall be unlawful for any person, being upon the land or premises of another, upon being notified to depart therefrom by the owner, occupant, agent or servant of either, or a police officer acting at the request of or on behalf of the property owner, to, without lawful authority, neglect or refuse to depart therefrom.

**State Law reference**— Similar provisions, MCL 750.552.

**Effective Date**

This amendment shall become effective upon publication in a newspaper of general circulation within the Charter Township of Van Buren.

THIS ORDINANCE IS HEREBY DECLARED TO HAVE BEEN ADOPTED BY THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF VAN BUREN, COUNTY OF WAYNE, STATE OF MICHIGAN, AT A REGULAR MEETING, CALLED AND HELD ON THE \_\_\_\_\_ day of \_\_\_\_\_, 2017.

YEAS (in favor of amendment): \_\_\_\_\_

NAYS (opposed to amendment): \_\_\_\_\_

ABSENT: \_\_\_\_\_

I hereby approve the foregoing Ordinance.

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Kevin McNamara,  
Supervisor, Charter Township of Van Buren

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Leon Wright,  
Clerk, Charter Township of Van Buren

Adopted: \_\_\_\_\_

Published: \_\_\_\_\_

Effective: \_\_\_\_\_

Sec. 58-106. - Unlawful entry; refusal to leave.

It shall be unlawful for any person within the township to willfully enter upon the lands or premises of another without lawful authority, after having been forbidden to do so by the owner, occupant, agent or servant of the owner or occupant, a police officer acting at the request of or on behalf of the property owner, or a notice posted by the owner in one or more places as to be plainly visible to persons unfamiliar with such property for the purpose of giving notice that trespassing is prohibited. It shall be unlawful for any person, being upon the land or premises of another, upon being notified to depart therefrom by the owner, occupant, agent or servant of either, or a police officer acting at the request of or on behalf of the property owner, to, without lawful authority, neglect or refuse to depart therefrom

~~(a) Any person who willfully enters upon the premises of another, without lawful authority, after having been forbidden to do so by the owner or occupant, or agent, servant, or employee of the owner or occupant, shall be guilty of a misdemeanor.~~

~~(b) Any person being on the land or premises of another, upon being notified to depart therefrom by the owner or occupant or by the agent, servant or employee of the owner or occupant, who refuses to depart therefrom forthwith shall be guilty of a misdemeanor.~~

~~(Ord. No. 1-28-86, § 6.09(a), (b), eff. 2-5-86)~~

**State Law reference**— Similar provisions, MCL 750.552, MSA 28.820(1).

# Charter Township of Van Buren

## REQUEST FOR BOARD ACTION

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

**WORK STUDY MEETING DATE: 11/20/17**

**BOARD MTG (1ST READING): 11/21/17**

**BOARD MTG (2ND READING): 12/05/17**

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

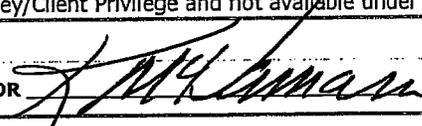
New Business  \_\_\_\_\_

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

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

<b>ITEM (SUBJECT)</b>	To consider the first reading of Ordinance 11-21-17 <del>(6)</del> <sup>(5)</sup> to amend the Charter Township of Van Buren Zoning Ordinance 5-02-17 <del>(2)</del> to provide for repeal zoning regulations governing Medical Marijuana Cultivation Facilities.
<b>DEPARTMENT</b>	Planning & Economic Development
<b>PRESENTER</b>	Ron Akers – Director of Planning & Economic Development
<b>PHONE NUMBER</b>	734-699-8913
<b>INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)</b>	Matthew R. Best, Deputy Director of Planning & Economic Development

### Agenda topic

<b>ACTION REQUESTED</b>	To consider the first reading of Ordinance 11-21-17 <del>(5)</del> to amend the Charter Township of Van Buren Zoning Ordinance 5-02-17 <del>(2)</del> to provide for repeal zoning regulations governing Medical Marijuana Cultivation Facilities.
<b>BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)</b>	Van Buren Township is opting-out of PA 281 of 2016. Resolution 2017-28 clearly states the Townships intention of declining the adoption of an ordinance authorizing any of the five types of medical marihuana facilities within the Township authorized by PA 281 of 2016. Resolution 2017-28 confirms that a "marijuana facility" shall not operate in the Township. As part of the opt-out process, sections of the zoning ordinance regarding medical marijuana must be amended.
<b>BUDGET IMPLICATION</b>	None
<b>IMPLEMENTATION NEXT STEP</b>	Conduct a second reading of the proposed ordinance repeal and publish a notice of adoption in the newspaper of record upon approval.
<b>DEPARTMENT RECOMMENDATION</b>	Approval
<b>COMMITTEE/COMMISSION RECOMMENDATION</b>	Approval (See attached minutes)
<b>ATTORNEY RECOMMENDATION</b>	Reviewed by Township Attorney (May be subject to Attorney/Client Privilege and not available under FOIA)
<b>ADDITIONAL REMARKS</b>	
<b>APPROVAL OF SUPERVISOR</b>	

**MEMORANDUM**

**TO:** Charter Township of Van Buren Planning Commission

**CC:** Ron Akers, AICP, Director of Planning & Economic Development  
Matt Best, M.S., Deputy Director of Planning & Economic Development

**FROM:** Patrick Sloan, AICP; Senior Principal Planner  
Stephen Hannon, AICP; Assistant Planner

**SUBJECT:** Medical Marihuana Cultivation Facilities Regulations

**DATE:** October 6, 2017

The Van Buren Township Zoning Ordinance currently permits Medical Marihuana Cultivation Facilities in the General Industrial (M-2) zoning district as special land uses. These regulations were adopted in response to the Michigan Medical Marihuana Act (MMMA), Public Act 1 of 2008, which was the first law allowing medical marihuana in Michigan. While the MMMA allowed for primary caregivers to produce medical marihuana and qualified patients to receive it, it was silent on large growing facilities, dispensaries (a.k.a., provisioning centers), and related uses. Therefore, Van Buren Township's current regulations on Medical Marihuana Cultivation Facilities was based on our understanding of what was decriminalized by the MMMA.

In response to some of the obvious ambiguities in MMMA, the Medical Marihuana Facilities Licensing Act (MMFLA) was adopted by the State Legislature and signed into law in 2016. The MMFLA provides for and regulates the growth, processing, testing, transport, and provisioning of medical marihuana. Public Act 281 creates the Medical Marihuana Facilities Licensing Act (MMFLA) to license and regulate the growth, processing, transport, and provisioning of medical marihuana. The MMFLA does the following:

1. **Allows five (5) types of medical marihuana facilities:**
  - a. **Grow Operations.** These fall into three sub-categories with limits of 500, 1,000, or 1,500 plants.
  - b. **Processing Facilities.** These are facilities that extract resin from marihuana to create marihuana-infused products, including edibles.
  - c. **Safety Compliance Facilities ("Testers").** These facilities test marihuana for contaminants.
  - d. **Provisioning Centers ("Dispensaries").** Retail sales, which is the point at which taxes are collected.
  - e. **Secure Transportation.** This is not necessarily a land use. This could simply be a vehicle or person authorized to transport. However, if someone had a fleet of vehicles and a dispatch center, it would certainly be subject to zoning.

- 2. Allows local governments to allow, prohibit, regulate, and charge a licensing fee.** The MMFLA gives communities broad authority to allow some, all, or none of the newly legal uses, as well as to require Special Land Use, restrict them to certain zoning districts, and place other zoning regulations on them. The community can also restrict the total number of facilities. The MMFLA also allows communities to charge a licensing fee of up to \$5,000, which can be required to be renewed annually.

The MMFLA is worded that the community “may adopt an ordinance to allow,” and our understanding is that doing nothing would prohibit all of the newly legal uses unless preexisting ordinance language already permitted the use. However, to be safe, if the Township wants to prohibit the newly legal uses, it may wish to adopt an ordinance that explicitly prohibits these uses. Regardless, because the Zoning Ordinance regulations for Medical Marihuana Cultivation Facilities predate the State MMFLA, the Zoning Ordinance regulations must be reviewed for consistency with the MMFLA.

- 3. Establishes a Statewide licensing procedure.** The State will begin issuing licenses as early as December of 2017. Until then, the newly legal uses are not permitted to operate under the MMFLA. State licenses will not be issued without evidence of a local approval.
- 4. Creates a new tax and shares it with communities that have facilities in their boundaries.** The State will collect a 3% tax on all retail sales. Thirty percent (30%) of the money collected will be distributed to municipalities, with each municipality getting a set amount based on the number of facilities located within their borders, regardless of the type of facility.
- 5. Does not impact previously legal and licensed caregivers.** Individual caregivers are still limited to their previous number of plants (up to 12 plants per patient and up to 5 patients per caregiver), and still enjoy their protection from being prohibited within a community.

The Michigan Department of Licensing and Regulatory Affairs (LARA) is still in the process of adopting State regulations for these 5 types of facilities. For example, enclosed is an Advisory Bulletin from LARA, dated September 21, 2017 that addresses Co-Location of Medical Marihuana Facilities. Because additional Advisory Bulletins are expected from LARA, the full extent of State regulation is unknown.

## RECOMMENDATION

Since the MMFLA was adopted, we have worked with the Public Safety Department, Developmental Services staff, and Township legal counsel to discuss the implications of this new law on Van Buren Township and what regulatory options are available to the Township. Based on many unknown factors, not the least of which are the yet-to-be-determined regulations that will come from LARA, we recommend repealing the provisions for Medical Marihuana Cultivation Facilities in the Zoning Ordinance, thereby prohibiting all of the 5 uses provided for in the MMFLA. If the Township decides later to permit one or more of these 5 uses, the appropriate regulations can be added to the Zoning Ordinance at that time.

The following sections proposed for amendment are attached to this memo (deletions are in ~~strickethrough~~):

- Section 3.104 (Deletion of the reference to Medical Marihuana Cultivation Facilities)
- Section 3.117 (Deletion of the reference to Medical Marihuana Cultivation Facilities)
- Section 5.125 (Deletion of the section in its entirety)

If the proposed amendments are in acceptable form, we recommend scheduling a public hearing. If you have any questions or comments in the meantime, please let us know. Thank you.

September 21, 2017

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## Co-Location of Medical Marijuana Facilities

Operation of grower, processor, and/or provisioning center facilities at the same location

The purpose of this bulletin is to advise the public and potential medical marijuana licensees of the Bureau of Medical Marijuana Regulation's intention to allow for the operation of licensed grower, processor, and/or provisioning center facilities at the same location. This bulletin is only for advisory purposes and is subject to change.

A potential licensee may apply for and be granted a license to operate as a grower, processor, and/or provisioning center.

It is the Bureau's intention that growers, processors, and provisioning centers may operate at the same location under the following conditions:

- Each licensed entity remains distinct and separate within different working areas.
- Each licensed entity has separate entrances and exits, point of sale operations (if applicable), and record keeping systems.
- The municipality in which the facility is located does not prohibit co-location of facilities through its local ordinance or zoning regulations.
- Each licensed entity is compliant with local and state public health standards and building inspection and fire safety regulations.
- Each entity's license is posted on the wall in its distinct working area.
- The Department has authorized the licensees to operate at the same location.

Other considerations regarding co-location of facilities:

- Additional inspections and/or permits may be required for licensed entities operating at the same location.
- Each grower, processor, and provisioning center requires its own separate application, regulatory assessment, and license.

*This bulletin does not constitute legal advice and is subject to change. It is intended to be advisory only, in anticipation of the Department of Licensing and Regulatory Affairs' promulgation of emergency rules consistent with statutory requirements. Potential licensees are encouraged to seek legal counsel to*



# ADVISORY BULLETIN

September 21, 2017

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*ensure their licensure applications and operations comply with the Medical Marihuana Facilities Licensing Act and associated administrative rules.*

More information on the Bureau of Medical Marihuana Regulation can be found at [www.michigan.gov/bmmr](http://www.michigan.gov/bmmr).

For more information about LARA, please visit [www.michigan.gov/lara](http://www.michigan.gov/lara)

Follow us on Twitter [www.twitter.com/michiganLARA](https://www.twitter.com/michiganLARA)

“Like” us on Facebook or find us on YouTube [www.youtube.com/michiganLARA](http://www.youtube.com/michiganLARA)

**CHARTER TOWNSHIP OF VAN BUREN  
WAYNE COUNTY, MICHIGAN  
ORDINANCE 11-21-17(1)**

(5)

AN ORDINANCE TO AMEND THE CHARTER TOWNSHIP OF VAN BUREN ZONING ORDINANCE 05-02-17(2) AS AMENDED, BY REPEALING THE ZONING ORDINANCE TEXT GOVERNING MEDICAL MARIHUANA CULTIVATION FACILITIES.

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

**SECTION 1. ORDINANCE AMENDMENT.**

The Charter Township of Van Buren Zoning Ordinance shall be amended as follows:

**Ordinance No. 11-21-17(1) (5)**

The following modifications shall be made to the Charter Township of Van Buren Zoning Ordinance:

- Section 3.104 – Deletion of the reference to Medical Marihuana Cultivation Facilities.
- Section 3.117 – Deletion of the reference to Medical Marihuana Cultivation Facilities.
- Section 5.125 – Deletion of the section in its entirety.

**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 seven (7) days after publication of the notice of adoption in a newspaper of general circulation within the Township. 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. A copy of this Ordinance may be purchased or inspected at the Clerk's Office, 46425 Tyler Road, Van Buren Township, MI 48111 during normal business hours.

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 5th day of December, 2017.

YEAS:

NAYS:

ABSENT:

ABSTAINED:

I hereby approve the foregoing Ordinance,

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Leon Wright, Clerk

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Kevin McNamara, Supervisor

Adopted: December 05, 2017 (Proposed)  
Published: December 14, 2017  
Effective: December 22, 2017

Article 3: Zoning Districts and Permitted Uses

Key: ■ Principal Permitted Use      ○ Special Land Use      [blank] Use Not Permitted

USE	R-1A, R-2A, R-1B, and R-1C	RM (A)	RMH	AG	C (B), (C)	C-1 (C)	C-2 (C)	FS	OT (D)	M-1 (E)	M-T (F)	M-2	AP (G)	M-U	DEVELOPMENT STANDARD
Laboratories, Major									■	■	■				
Manufacturing and Processing, Light									■	■	■				
Manufacturing and Processing, Heavy												■			
Medical Marijuana Cultivation Facilities												○			<u>Section 5.125</u>
Retail Dry Cleaning Plants and Laundries									■			■			
Truck Repair and Maintenance Facility, Major												○			
Truck Repair and Maintenance Facility, Minor									○			○			
Truck and Railroad Terminals												■	■		
Warehousing (Excluding Outdoor Storage and Distribution Center)						■									
Warehousing (Excluding Distribution Center)									■	■	■				
<b>COMMUNITY, EDUCATION, AND INSTITUTIONAL USES</b>															
Adult Day Care Center		○	○	○	○	○	○	○						○	<u>Section 5.110</u>
Adult Foster Care, Family Home	■	■	■	■											■
Adult Foster Care, Large Group Home		○													○
Adult Foster Care, Small Group Home		○													○
Bus Passenger Station						■	■	■							■
Cemeteries					■										
Child Care Centers	○	○	○	○	○	○	○	○							○ <u>Section 5.108</u>
Day Care or Child Care, Family Home	■	■	■	■											■
Day Care or Child Care, Group Home	○	○	○												○ <u>Section 5.111</u>
Hospitals and Nursing Homes		■													○ <u>Section 5.120</u>
Places of Assembly	○	○	■	○	■	■		○							■ <u>Section 5.140</u>
Public Buildings and Uses	■				○	■	■	○							■
Public utility buildings, telephone exchange buildings, electric transformer stations and substations and gas regulator stations (excluding storage yards) when necessary to serve the immediate vicinity	○	■	■	○	○	■	■			■	■	■			○
Public utility buildings, telephone exchange buildings, electric transformer stations and substations and gas regulator stations (including storage yards) when necessary to serve the immediate vicinity										■	■	■			
Religious Institutions	○	○	■	○	■	■		○							■ <u>Section 5.140</u>
School, College or University and Public or Non-Profit	■	■	■		■	■	■	■							■
School, College or University, Private					■	■		■							■
School, Primary or Secondary	■	■	■		■	■	■								■
School, Vocational or Technical					■	■		■							
<b>RECREATION USES</b>															
Campgrounds				■		○	○								■ <u>Section 5.107</u>
Country Clubs	○				○										
Golf Courses	○				○										■ <u>Section 5.118</u>
Horses for Personal, Non-Commercial Use	■			■											■ <u>Section 5.123</u>
Indoor Recreation					○	■			■			■			○
Outdoor Recreation, Amusement					○	○									■ <u>Section 5.131</u>
Outdoor Recreation, Golf Driving Range	○				○										■ <u>Section 5.132</u>
Outdoor Recreation, Gun Club					○										■ <u>Section 5.132</u>

**Article 3: Zoning Districts and Permitted Uses**

**Section 3.117 M-2, General Industrial District**

<b>(A) STATEMENT OF PURPOSE</b>
The intent of this Section is to provide suitable locations for manufacturing, assembling and fabricating uses, including large-scale or specialized industrial operations requiring good access by road and/or railroad and public and utility services.

<b>(B) PERMITTED USES</b>	<b>(C) SPECIAL LAND USES</b>
<ul style="list-style-type: none"> <li>• All Permitted Uses in the M-1, Light Industrial District (<u>Section 3.115</u>)</li> <li>• Manufacturing and Processing (Heavy)</li> <li>• Truck and Railroad Terminals</li> <li>• Accessory structures and uses customarily incidental to the above permitted uses</li> </ul>	<ul style="list-style-type: none"> <li>• Outdoor storage of Building or Contracting Equipment and Supplies</li> <li>• Drive-In Theaters</li> <li>• Mining, excavating, or other removal of sand, earth, minerals, or other materials naturally found in the earth</li> <li>• Air Freight Forwarders</li> <li>• Junk Yards</li> <li>• Medical Marihuana Cultivation Facilities</li> <li>• Recreational Vehicle Storage Yards</li> <li>• Truck Repair and Maintenance Facility, Minor</li> <li>• Truck Repair and Maintenance Facility, Major</li> <li>• Accessory Caretaker Dwelling</li> <li>• Regulated Uses (Sexually Oriented Businesses)</li> </ul>

*The above list is a summary of uses permitted by right or special land use approval in the district. Refer to Section 3.104 (including footnotes) for standards and requirements applicable to permitted and special land uses. In case of a conflict between the above list and the uses listed in Section 3.104 (including footnotes), then Section 3.104 shall prevail. Refer to Article 2 for definitions of uses and refer to Article 5 for development standards for specific uses.*

<b>(D) DIMENSION REGULATIONS</b>			
<b>Lot Standards</b>		<b>Minimum Setbacks</b>	
<i>Min. Lot Area (sq. ft.)</i>	-	<i>Front Yard</i>	60 <u>(O)</u>
<i>Min. Lot Width (ft.)</i>	--	<i>Side Yard (one)</i>	50 <u>(P)</u>
<i>Min. Lot Depth (ft.)</i>	--	<i>Side Yard (total of 2)</i>	100
<i>Max. Lot Coverage (%)</i>	35	<i>Rear Yard</i>	50
<i>Min. Floor Area/Unit (ft.)</i>	--		
<i>Max. Building Height (ft.)</i>	40 <u>(S)</u>		
<i>Max. Building Height (stories)</i>	4 <u>(S)</u>		

*Footnotes: Refer to Section 4.102 wherever a footnote is referenced in parentheses after one of the design regulations.*

## Article 5: Development Standards for Specific Uses

continued under the nonconforming use provisions of this Ordinance subject to all conditions therein.

Foals born on parcels where horses are presently kept may be kept on the parcel for two (2) years even though such additional horses may increase the number of horses on such parcel beyond the limit stated above, but in no case shall there be more than one (1) horse and one (1) foal per acre.

- (C) **Livestock Setbacks and Locations.** All land used for the keeping of livestock, except for bona fide commercial farm operations regulated under the Michigan Right to Farm Act, shall be located in the rear yard of the lot, no closer than fifty (50) feet from any abutting property line, and encompassed by a suitable fence or enclosure around the entire premises reserved for outside use of animals.
- (D) **Structure Setbacks and Locations.** No barns, pens, corrals or animal enclosure shall be located closer than one hundred (100) feet to any residentially-zoned district or fifty (50) feet from any other lot line or closer than fifty (50) feet from any dwelling on the same premises. All such structures shall be located behind any residence on the property.
- (E) **Open Area in Front of Dwelling.** There shall be provided, for any bona fide farm operation containing a dwelling unit, an open space unobstructed by buildings or equipment in the front of every dwelling unit equal to the width of the dwelling extending to the front lot line.
- (F) **Nuisances.** The keeping of any animal is prohibited if the same became obnoxious by reason of odor, noise or other nuisance. The determination of the Ordinance enforcement officer shall, in the absence of fraud, be conclusive on the question of whether the same are obnoxious under the terms of this Ordinance and consistent with the provisions of Michigan Right to Farm Act (Public Act 93, 1981, as amended).

### Section 5.124 Kennels and Raising of Fur Bearing Animals

Kennels and the raising of fur bearing animals, including mink, rabbit, cat and canine establishments, shall meet the following requirements:

- (A) The use shall be located on a continuous parcel of land ten (10) acres or more in area.
- (B) All outdoor runs or breeding areas shall be enclosed on all sides by an obscuring wall or fence not less than four (4) feet in height.
- (C) All outdoor runs and breeding areas shall be located at least fifty (50) from any lot line and shall be not be located in the front yard.

### Section 5.125 ~~Medical Marijuana Cultivation Facilities~~

#### ~~(A) Purpose.~~

- ~~(1) It is the intent of this section to provide reasonable conditions for the cultivation of marijuana allowed by the Michigan Medical Marijuana Act, MCL 333.26421 et seq, as~~

## Article 5: Development Standards for Specific Uses

amended (MMMA). Due to conflicts between the federal Controlled Substances Act and the MMMA, the cultivation of medical marihuana is a specialized land use with ramifications that need to be addressed by a local ordinance. Although some specific uses of marihuana may not be prosecuted according to the MMMA, marihuana continues to be classified as a Schedule 1 controlled substance under federal law making it unlawful under federal law to use, manufacture, distribute, or dispense, or possess with intent to manufacture, distribute, or dispense marihuana. Due to its conflicting legal status, such businesses are generally not funded, financed or supported by banks and similar financial institutions as other federally lawful enterprises may be. As a consequence, medical marihuana enterprises are primarily cash-based operations, making them targets for crime and theft. The regulations set forth herein are intended to take into account these issues and thereby take steps to protect public safety and welfare of the community at large.

- (2) It is further the intent of this section to protect the health, safety, and general welfare of persons and property by limiting land uses related to marihuana cultivation to the district that is most compatible with this use. Additional regulations in this section are intended to provide reasonable restrictions within a zoning district so that this use does not compromise the health, safety, and general welfare of persons in the district, or other uses allowed in the district.
- (3) While the MMMA generally allows a primary caregiver to grow medical marihuana on his/her own property in accordance with the Act, there are negative impacts and circumstances that could be deemed a nuisance including, but not limited to, the inadequacy of the property or home for safe growing of medical marihuana, and noxious odors from medical marihuana plants and growing that impact neighboring residents in violation of Township ordinances. Therefore, providing for and regulating medical marihuana cultivation facilities allows primary caregivers to cultivate medical marihuana at a non-residential facility that is better suited for such use.

~~(B) **Medical Marihuana Definitions.** Some of the words and phrases defined below are also defined in the MMMA, MCL 333.26421 et seq, as amended. If the definition of a word or phrase set forth below conflicts with the definition in the MMMA or if a term is not defined below but is defined in the MMMA, then the definition in the MMMA shall apply. The words and phrases below are defined as follows:~~

- ~~(1) **Marihuana.** That term as defined in Section 7106 of the Public Health Code, 1978 PA 368, MCL 333.7106, as amended.~~
- ~~(2) **Medical Use.** The acquisition, possession, cultivation, manufacture, use, internal possession, delivery, transfer, or transportation of marihuana or paraphernalia relating to the administration of marihuana to treat or alleviate a registered qualifying patient's debilitating medical condition or symptoms associated with the debilitating medical condition.~~
- ~~(3) **Primary Caregiver.** A person who is at least 21 years old and who has agreed to assist with a patient's medical use of marihuana and who has never been convicted of a felony involving illegal drugs.~~

## Article 5: Development Standards for Specific Uses

- (4) ~~**Qualifying Patient.** A person who has been diagnosed by a physician as having a debilitating medical condition.~~
  - (5) ~~**Registry Identification Card.** A document issued by the Michigan State Department of Community Health that identifies a person as a registered qualifying patient or registered primary caregiver.~~
  - (6) ~~**Medical Marihuana Cultivation Facility (“Cultivation Facility”).** A building other than the personal residence of a primary caregiver where one or more primary caregivers are growing medical marihuana in compliance with the MMMA. A medical marihuana cultivation facility may also be referred to as growing facility. A “medical marihuana cultivation facility” shall not include a primary caregiver or a qualifying patient growing medical marihuana at his/her personal residence in accordance with the Michigan Medical Marihuana Act and all applicable Township ordinances including, but not limited to, ordinances prohibiting noxious odors.~~
  - (7) ~~**Medical Marihuana Dispensary (“Dispensary”).** A building, part of a building, a facility, a club or other set up where primary caregivers who are legally registered by the Michigan Department of Community Health (MDCH) may lawfully assist qualifying patients to whom the primary caregiver is connected through the state registration process and who are also legally registered by the MDCH with the medical use of marihuana in accordance with the Michigan Medical Marihuana Act, as amended. A “dispensary” shall not include a primary caregiver assisting a qualifying patient with whom he/she is connected through the Michigan Department of Community Health’s registration process with the medical use of marihuana in the qualifying patient’s residence in accordance with the Michigan Medical Marihuana Act.~~
  - (8) ~~**Plant.** Any marihuana plant with not more than one readily observable root formation.~~
  - (9) ~~**Unit.** A portion of a building that is separate from the remainder of the building by a fireproof wall, and accessible only through an exterior door.~~
- (C) ~~**Medical Marihuana Dispensaries Prohibited.** Medical marihuana dispensaries are prohibited in all districts.~~
- (D) ~~**Special Site Design and Use Standards.**~~
- (1) ~~**Indoor Growing.** The growing of medical marihuana at a cultivation facility shall be indoors only and shall not be visible from any point outside the medical marihuana cultivation facility.~~
  - (2) ~~**Drive-Through Prohibited.** The medical marihuana cultivation facility shall not be permitted to have drive-through facilities.~~
  - (3) ~~**Setback From Protected Areas.** The lot lines of a cultivation facility shall be no less than one thousand (1,000) feet from the nearest lot lines of the following: a religious institution, a public park, a residential zoning district, a residential land use, a child care~~

## Article 5: Development Standards for Specific Uses

facility, a public or private educational facility including but not limited to pre-schools, nurseries, elementary, secondary and high schools. The setback distance shall be measured as a straight line from the nearest points of the lot lines.

- (4) **Maximum Number of Cultivation Facility Buildings Per Lot.** There shall be not more than one (1) building housing a medical marihuana cultivation facility per lot.
- (5) **Setback From Other Cultivation Facilities.** The lot lines of a cultivation facility shall be at least one thousand (1,000) feet from the lot lines of another cultivation facility, as measured from the edges of the property on which the use is located.
- (6) **State and Local Licensing.** Medical marihuana cultivation facilities shall comply with all applicable state and local licensing regulations. Initial and annual proof of such compliance shall be a condition of special land use approval.
- (7) **On-Site Consumption Prohibited.** No smoking, inhalation, or other consumption of marihuana shall take place on the premises of a medical marihuana cultivation facility.
- (8) **On-Site Transfer Prohibited.** Any person-to-person transfer of marihuana is prohibited at a cultivation facility. All transfers of medical marihuana between persons shall take place off-site only and in accordance with the MMMA and this Ordinance.
- (9) **Retail Sales Prohibited.** Retail sales, including sales of products customarily incidental to the use of medical marihuana, is prohibited at medical marihuana cultivation facilities.
- (10) **Indoor Activities Only.** All activities of medical marihuana cultivation facilities shall be conducted indoors.
- (11) **Outdoor Storage Prohibited.** Outdoor storage is prohibited.
- (12) **State and Local Compliance.** Medical marihuana cultivation facilities shall comply with all applicable provisions of this Ordinance, all other Township ordinances, regulations, and codes, and the MMMA. This section preempts any other section of this Ordinance when there is a conflict between this section and another section. This section does not preempt the Michigan Medical Marihuana Act.
- (13) **Maximum Units and Maximum Plants Per Unit.** The maximum number of individual plants permitted within a single unit shall not exceed seventy-two (72) plants, and there shall be no more than six (6) primary caregivers or units in any building housing a medical marihuana cultivation facility.
- (14) **Security.** A security system shall be installed in each unit of a medical marihuana cultivation facility which shall include monitoring cameras with audio capability which are operating continuously. Recordings and data from the security system shall be kept a minimum of three hundred and sixty five (365) days. The recordings shall be made available to law enforcement pursuant to a lawfully issued subpoena or search warrant.

Article 5: Development Standards for Specific Uses

- (15) ~~**Odors.** Odors generated by the medical marihuana cultivation facility shall be contained within the building or the portion of building used by the medical marihuana cultivation facility. The primary caregiver's proposed method of addressing odors generated through use of air filters or air scrubbers must be demonstrated and found to be satisfactory to the Township.~~
- (16) ~~**Access to Minors Prohibited.** No minors under the age of eighteen (18) are permitted on the site.~~
- (17) ~~**Limited Accessibility to the Site.** The medical marihuana cultivation facility shall not be accessible to anyone but the primary caregiver lawfully growing medical marihuana in the cultivation facility and lawful visitors to the site, which include contractors working on the site and representatives of the Township administering or enforcing an ordinance or law.~~
- (18) ~~**Parking.** Off street parking shall be provided consistent with that of "Industrial Establishments, Assembly, Processing" set forth in Section 9.102(E)(1) of Off Street Parking Requirements of this Ordinance.~~
- ~~(E) **Access & Identification.** Each primary caregiver growing medical marihuana in a medical marihuana cultivation facility shall assign an identifying number to each qualifying patient for whom that primary caregiver intends to grow and cultivate medical marihuana including the primary caregiver if the primary caregiver is also a qualifying patient. The primary caregiver shall keep a list identifying the registry identification card of the qualifying patient to whom a number is assigned which shall be made available to law enforcement pursuant to a lawfully issued subpoena or search warrant.~~
- (1) ~~**Separate Grow Areas.** The primary caregiver shall keep the marihuana plants grown for each qualifying patient of the primary caregiver separate from the marihuana plants grown for any other qualifying patient. Each qualifying patient's plants shall be kept in a separate enclosed locked facility to which only the primary caregiver has access. The identifying number of the qualifying patient for whom the medical marihuana is grown and cultivated shall be prominently and permanently displayed on each enclosed locked facility.~~
- (2) ~~**Access Log.** Each primary caregiver shall keep a written log including the identifying number, date and time of every person entering the medical marihuana cultivation facility, which shall be made available to law enforcement pursuant to a lawfully issued subpoena or search warrant. Each primary caregiver shall also keep a written log including the date and time marihuana was removed by the licensed caregiver from the enclosed locked facility and the amount of marihuana removed.~~
- (3) ~~**Correct and Accurate Records.** The primary caregiver shall certify under oath that the written records kept are correct and accurate.~~
- ~~(F) **Inspections.**~~

## Article 5: Development Standards for Specific Uses

- ~~(1) **Initial Inspection.** A cultivation facility shall be subject to the same inspections as all other buildings and uses as required by this Ordinance and the Charter Township of Van Buren Code of Ordinances.~~
  - ~~(2) **Inspections.** The cultivation facility may be inspected annually by the Township to confirm that it is being operated in compliance with the MMMA and any Township ordinance. The cultivation facility may be inspected more frequently at the discretion of the Township. Representatives of the Township for the on-site inspection include, but are not limited to, the Planning Director, Building Official(s), and Public Safety Department. The Township shall limit its inspection to only those issues associated with compliance with the MMMA and Township ordinances, and shall not make inquiry into the identity of any qualifying patient. The cultivation facility shall be available for inspection between the hours of 8:00 a.m. and 8:00 p.m. Eastern Time upon two (2) hours notice.~~
- ~~(G) **Application Requirements and Review.** In addition to the application for and review of a site plan in accordance with Article 12, Chapter 2 and a special land use permit for a medical marijuana cultivation facility in accordance with Article 12, Chapter 3, the following shall also be required:~~
- ~~(1) **Security Plan.** A security plan and floor plan shall be submitted with the special land use application. The security plan shall:~~

    - ~~(a) Identify the number and location of all monitoring cameras, the format in which all recordings are maintained, and where the recordings will be stored. The recording format shall be of a type capable of being reviewed by the Township.~~
    - ~~(b) The security plan shall identify the number of plants to be grown, the location of the secured locked facilities assigned to qualifying patients, the location where chemicals and fertilizers are stored, and the layout of the building which shall identify any other entities occupying the building. The security and floor plan shall be a confidential document kept by the Township and exempt from disclosure under the Freedom of Information Act unless required by the Act.~~
  - ~~(2) **Waste Disposal Plan.** A waste disposal plan shall be included with all applications for a medical marijuana cultivation facility, which shall detail plans for chemical disposal and plans for plant waste disposal. The Township Building Official shall determine whether the waste disposal plan meets all Township requirements and may require the applicant to provide proof the disposal plan satisfies county and state requirements.~~
  - ~~(3) **Proof of Ownership or Leasehold Interest.** Proof of an ownership or leasehold interest in the building housing the medical marijuana cultivation facility.~~
- ~~(H) **Medical Marijuana State Law.**~~
- ~~(1) **Medical Marijuana Act.** This Ordinance shall not limit an individual's rights under the MMMA. The MMMA supersedes this Ordinance where there is a conflict between the Act and this Ordinance.~~

## Article 5: Development Standards for Specific Uses

- (2) ~~**Medical Marijuana Registered Qualifying Patient.** A qualified patient with a registry identification card may grow and use medical marijuana for his or her own use in accordance with the Michigan Medical Marijuana Act.~~
- (3) ~~**Medical Marijuana Registered Primary Caregiver.** A primary caregiver with a registry identification card may grow medical marijuana in accordance with the Michigan Medical Marijuana Act except that two or more primary caregivers with a registry identification card who seek to grow medical marijuana on the same site are subject to the requirements of this section.~~
- ~~(I) **Unlawfully Established Medical Marijuana Cultivation Facilities.** A medical marijuana cultivation facility which purports to have engaged in the cultivation of marijuana either prior to enactment of this Ordinance, or after enactment of said Ordinance but without having an approved site plan and special land use permit, shall be deemed to not be a legally established use, and therefore not entitled to legal nonconforming status under the provisions of this Ordinance.~~
- ~~(J) **Penalty.** Any violation of the site plan, special land use, or conditions under which the permit for operating a medical marijuana cultivation facility is granted shall subject to the penalty provisions of this Ordinance.~~

### Section 5.126 Mini-Warehouse (Self Storage Facility)

- (A) The minimum lot area is three (3) acres.
- (B) Building separation between self-storage buildings on the same site shall be fifteen (15) feet, as measured from side-to-side or front-to-rear or equal to the building height, whichever is greater.
- (C) The total lot coverage of all structures may exceed the limits of the zoning district, but shall be limited to fifty (50) percent of the total lot area.
- (D) A sight-proof barrier shall be provided around the perimeter of the development. The barrier shall be located at the setback line and may consist of either the solid facades of the storage structures or a wall or fence. If a wall or fence is provided, it shall be a minimum of six (6) feet in height and shall be constructed of brick, stone, masonry units or wood products which are determined by the building inspector to be durable and weather resistant.
- (E) A ten (10) foot wide landscaped greenbelt (see [Section 10.103\(E\)](#)) shall be provided along all lot lines where they abut a street frontage or residential district.
- (F) Two (2) parking spaces shall be provided for the manager's residence plus one (1) parking space for each twenty-five (25) storage units, to be located at the office at the storage complex. In no instance shall less than five (5) parking spaces be provided on-site.
- (G) Internal driveway aisles shall be a minimum of twenty-four (24) feet in width.
- (H) All ingress and egress from this site shall be directly onto a collector or major thoroughfare.

**CHARTER TOWNSHIP OF VAN BUREN  
PLANNING COMMISSION  
PUBLIC HEARING**

Notice is hereby given that the Charter Township of Van Buren Planning Commission will hold a public hearing on **Wednesday, October 25, 2017 at 7:30 p.m.**, in the Board of Trustees Room, 46425 Tyler Road, Charter Township of Van Buren, Wayne County, Michigan to consider the following proposed amendments to the Charter Township of Van Buren's Zoning Ordinance:

1. Proposed amendments clarifying the zoning district location of stormwater ponds (Section 8.107) and amending the setbacks for off-street parking and loading areas, access drives, and paved surfaces accessory to a distribution center (Section 5.112).
2. A proposed amendment which repeals those sections of the Zoning Ordinance which allows medical marihuana cultivation facilities, provides site development standards for medical marihuana cultivation facilities, and removes those references to the applicable sections in other areas of the Zoning Ordinance.

The proposed amendments can be reviewed at the Planning & Economic Development Department at Van Buren Township Hall during normal business hours (7:30 a.m. to 4:00 p.m.). Written comments will be accepted by the Planning and Economic Development Department until 4:00 p.m. on the hearing date.

In compliance with the Americans with Disabilities Act, reasonable accommodations will be made available with advance notice.

Posted:       October 3, 2017  
Published:     October 5, 2017

**CHARTER TOWNSHIP OF VAN BUREN  
PLANNING COMMISSION  
OCTOBER 25, 2017  
MINUTES**

Chairperson Thompson called the meeting to order at 7:34 p.m.

**ROLL CALL:**

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

**Excused:** Atchinson.

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

**Planning Representatives:** McKenna Associate, Patrick Sloan and Fishbeck Associate, David Potter.

**Audience:** Seven (7).

**APPROVAL OF AGENDA:**

**Motion Kelley, Boynton second to approve the amended agenda of October 25, 2017 removing item numbers 6 and 7 under New Business. Motion Carried.**

**APPROVAL OF MINUTES:**

**Motion Kelley, Boynton second to approve the regular meeting minutes of September 13, 2017 and special meeting minutes of October 4, 2017 as presented. Motion Carried.**

**PUBLIC HEARING:**

**ITEM # 1 REPEAL OF MEDICAL MARIJUANA CULTIVATION FACILITIES REGULATIONS**

**TITLE: THIS IS A PUBLIC HEARING TO CONSIDER PROPOSED AMENDMENTS TO THE VBT ZONING ORDINANCE TO REPEAL THOSE SECTIONS OF THE ZONING ORDINANCE WHICH ALLOWS MEDICAL MARIJUANA CULTIVATION FACILITIES, PROVIDES SITE DEVELOPMENT STANDARDS FOR MEDICAL MARIJUANA CULTIVATION FACILITIES AND REMOVES THOSE REFERENCES TO THE APPLICABLE SECTIONS IN OTHER AREAS OF THE ZONING ORDINANCE.**

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

Patrick Sloan of McKenna Associates presented his memorandum dated 10-6-17 discussing the Township Zoning Ordinance that currently permits Medical Marijuana Cultivation Facilities in the General Industrial (M-2) zoning district as a special land use. The regulations were adopted in response to the Michigan Medical Marijuana Act (MMMA). State legislature has now adopted the Medical Marijuana Facilities Licensing Act (MMFLA) allowing five (5) types of facilities. McKenna Associates worked with the Public Safety Department, Developmental Services staff and Township legal counsel to discuss implications of the new law to Van Buren Township and regulatory options available to the Township. The recommendation from McKenna Associates is to repeal the provisions for Medical Marijuana Cultivation Facilities in the Zoning Ordinance, thereby prohibiting all of the five (5) uses provided for in the MMFLA. If the Township later decides to permit one or more of the five (5) uses, the appropriate regulations can be added to the zoning ordinance at that time.

Commissioners inquired if any facilities are currently located in Van Buren Township and if there were any changes to the patient/caregiver law. The answer was no.

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

**ITEM # 2                    ZONING ORDINANCE AMENDMENTS REGARDING DETENTION POND LOCATION, SETBACKS FOR OFF-STREET PARKING AND LOADING AREAS, ACCESS DRIVES AND PAVED SURFACES ACCESSORY TO A DISTRIBUTUION CENTER.**

**DESCRIPTION:            THIS IS A PUBLIC HEARING TO CONSIDER PROPOSED AMENDMENTS TO SECTION 8.107 REGARDING DETENTION POND LOCATION AND SECTION 5.112 REGARDING SETBACKS FOR OFF-STREET PARKING AND LOADING AREAS, ACCESS DRIVES AND PAVED SURFACES ACCESSORY TO A DISTRIBUTION CENTER.**

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

Patrick Sloan of McKenna Associates presented his proposed Zoning Ordinance Text Amendments letter dated 9-22-17. The proposed amendments are to Section 8.107 Stormwater Basins; clarifying the zoning district location of stormwater ponds and Section 5.112 Distribution Centers; amending the setbacks for off-street parking and loading areas, access drives and paved surfaces accessory to a distribution center. The proposed amendments are:

Section 8.107 Stormwater Basins: The language addition of (A) Location. Stormwater basins and related landscaping may be located in any zoning district and are not required to be in the same zoning district as the site from which it receives water.

Section 5.112 Distribution Centers: Amendments to (D) All other off-street parking and loading areas, access drives and paved surfaces accessory to such a use, shall be located not less than sixty (60) feet from any residential district; which must include a greenbelt buffer required in Section 10.103(E).

No questions or comments from the Commission or the audience.

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

**NEW BUSINESS:**

**ITEM # 1                    17-031 – SITE PLAN AMENDMENT**

**TITLE:                      THE APPLICANT, UPLAND HOMES, IS REQUESTING AN AMENDMENT TO THE APPROVED COUNTRY WALK SITE PLAN FOR REVISED SINGLE FAMILY ARCHITECTURAL ELEVATIONS.**

**LOCATION:                 THE UNFINISHED COUNTRY WALK SUBDIVISION IS THE SUBJECT OF THE REQUEST. THE DEVELOPMENT IS LOCATED ON THE EASE SIDE OF MARTINSVILLE ROAD, NORTH OF SAVAGE ROAD.**

Applicant Phillip Kuntzman gave the presentation. Upland Homes submitted five (5) plans with various home elevations for forty-two (42) sites located in the Country Walk Subdivision. The applicant will make sure that home elevations are on lots that meet setback requirements.

Director Akers presented his staff memo dated 10-20-17 in which he discussed deficiencies with concern to the façade materials on the 2842 colonial elevation. The applicant has discussed with staff his desire to remove elevation 2842 from the submitted plans. Staff recommends the Planning Commission approve an amendment to the site plan for the Country Walk development in order to allow Upland Homes to construct new homes consistent with the provided plans which depict elevations to be constructed in phase 3 and phase 4 of the Country Walk development. This approval to be based upon the staff review letter dated 10-20-17 and conditioned upon the following:

1. Township Planning Staff shall review each application for a new single-family home in Country Walk Phase 3 and Phase 4 in order to determine that the new home meets the required setbacks and that the elevation meets the Township's "substantially different" architectural design standards set forth in the PRD agreement for the Country Walk development.

Commissioners discussed marketing of the homes, home elevations to be located on lots determined to meet those elevations requirements and the bi-level home elevation submitted by the applicant. No comments from the audience.

**Motion Kelley, Boynton second to grant Upland Homes request to amend the approved Country Walk site plan subject to the recommendations in the staff report dated 10-20-17 with the addition of the removal of elevation 2842 from the plans at the request of the applicant. Motion Carried. (Letter attached)**

**ITEM # 2                    17-024 – MASTER PLAN AMENDMENT HAROLD SMITH FARM FUTURE LAND USE**

**TITLE:                        THE APPLICANT, BEN GRIFFIN, IS REQUESTING AN AMENDMENT TO THE TOWNSHIP'S FUTURE LAND USE MAP TO CHANGE THE FUTURE LAND USE DESIGNATION FROM LOW DENSITY SINGLE FAMILY B TO LIGHT INDUSTRIAL.**

**LOCATION:                    THE PROPERTY AT 50015 MICHIGAN AVENUE IS THE SUBJECT OF THIS REQUEST. THIS PROPERTY IS LOCATED ON THE SOUTH SIDE OF MICHIGAN AVENUE, EAST OF ECORSE ROAD AND WEST OF DENTON ROAD. (APPROXIMATELY 75 ACRES).**

Applicant Ben Griffin gave the presentation. Mr. Griffin discussed the site location, a 3-sided parcel with 2 of the sides located on Michigan Avenue and along the railway, not a conducive property for a residential development. The applicant is requesting an amendment to change the Township's future land use map and future land use designation from low-density single family B to light industrial.

Director Akers discussed the request to rezone and compared the request to future land use maps in the Master Plan. The property location on Michigan Avenue is in close proximity to industrial zoned property, rezoning may be appropriate. Director Akers discussed the Master Plan Amendment/Future Land Use projected timeline letter dated 10-20-17. The first step is to send out a Notice of Intent to Plan if Commissioners desire to move forward.

Patrick Sloan of McKenna Associates presented his rezone review letter dated 8-1-17 recommending the Planning Commission defer action on the rezoning application pending a review of the Master Plan

pursuant to the Michigan Planning Enabling Act. If the Planning Commission is interested in pursuing an amendment to the Master Plan to address the applicant's request and the issues noted in the letter, McKenna Associates recommends adopting a motion to that effect.

Commissioners discussed the timeframe difference of addressing the rezone now or including with the Master Plan Update, the applicants timeline and the zoning of the neighboring property in Canton. The Commissions desire is to start the rezone process of this property in regards to the Master Plan update.

**Motion Kelley, Boynton second to submit the initial notices of intent to plan for the property located on Michigan Avenue. Motion Carried.**

**ITEM # 3                    17-029 – PRELIMINARY SITE PLAN APPROVAL**

**TITLE:                    THE APPLICANT, THE VAN BUREN TOWNSHIP DOWNTOWN DEVELOPMENT AUTHORITY, IS REQUESTING PRELIMINARY SITE PLAN APPROVAL TO CONSTRUCT AN OFFICE BUILDING AND A PARK AT THEIR PROPERTY ON BELLEVILLE ROAD.**

**LOCATION:                10151, 10065, 10085 & 10101 BELLEVILLE ROAD IS THE SUBJECT OF THE AGENDA ITEM. THE PROPERTY IS LOCATED ON THE EAST SIDE OF BELLEVILLE ROAD, NORTH OF THE I-94 SERVICE DRIVE AND SOUTH OF TYLER ROAD.**

Downtown Development Authority (DDA) Director, Susan Ireland gave the presentation. The DDA is requesting preliminary site plan approval to construct an office building and park on their property located on Belleville Road as part of a place making initiative. Director Ireland displayed the preliminary site plan, a color rendering and the exterior façade materials for the office building. Ireland also discussed the underground storm water retention, the size of the sign and the owner of the neighboring Remerica real estate office is willing to allow cross access to the site.

Director Akers presented his staff review letter dated 10-20-17 recommending the Planning Commission grant preliminary site plan approval based on the analysis and findings by staff and subject to the nine (9) conditions in his letter.

Fishbeck Associate David Potter presented his preliminary site plan review letter dated 9-1-17 recommending the Planning Commission grant preliminary site plan approval at this time.

Director Akers presented the Fire Department review letter dated 10-20-17 approving the plan. Outstanding items are to be addressed during construction and before certificate of occupancy.

Commissioners discussed removal of the existing buildings, exterior façade materials and the lack of red brick in the proposed materials and waiving the greenbelt requirement. The applicant is to look into a hybrid façade design to include the commercial red brick requirement

**Motion Boynton, Franzoi second to grant preliminary site plan approval to the Van Buren Township Downtown Development Authority to construct an office building and a park at 10151, 10065, 10085 and 10101 Belleville Road located on the east side of Belleville Road, north of the I-94 Service Drive subject to the recommendations in the staff review letter dated 10-20-17, Fishbeck Associates review later dated 10-20-17 and Fire Department review letter dated 10-03-17. Motion Carried. (Letters Attached)**

**ITEM # 4 REPEAL OF MEDICAL MARIJUANA CULTIVATION FACILITIES REGULATIONS**

**TITLE: THIS PUBLIC HEARING IS TO CONSIDER PROPOSED AMENDMENTS TO THE VBT ZONING ORDINANCE TO REPEAL THOSE SECTIONS OF THE ZONING ORDINANCE WHICH ALLOWS MEDICAL MARIJUANA CULTIVATION FACILITIES, PROVIDES SITE DEVELOPMENT STANDARDS FOR MEDICAL MARIJUANA CULTIVATION FACILITIES AND REMOVES THOSE REFERENCES TO THE APPLICABLE SECTIONS IN OTHER AREAS OF THE ZONING ORDINANCE.**

Director Akers gave the staff recommendation. Staff from both Public Safety and Developmental Services met and the consensus was to move forward with opting out by repealing sections 3.104, 3.117 and 5.125 of the Township Zoning Ordinance and sending a resolution to LARA.

**Motion Kelley, Boynton second to recommend to the Township Board of Trustees the proposed amendments to the Van Buren Township Zoning Ordinance to repeal the sections of the Zoning Ordinance which allow medical marijuana cultivation facilities and remove those references to applicable sections in other areas of the Zoning Ordinance.**

**Roll Call:**

**Yeas: Franzoi, Boynton, Kelley, Budd and Thompson.**

**Nays: None.**

**Absent: Atchinson.**

**Motion Carried.**

**ITEM # 5 ZONING ORDINANCE AMENDMENTS REGARDING DETENTION POND LOCATION, SETBACKS FOR OFF-STREET PARKING AND LOADING AREAS, ACCESS DRIVES AND PAVED SURFACES ACCESSORY TO A DISTRIBUTION CENTER.**

No additional comments from Staff, the Commission or the audience.

**Motion Kelly, Boynton second to recommend to the Township Board of Trustees the Zoning Ordinance Amendments regarding detention pond location, setbacks for off-street parking and loading areas, access drives and paved surfaces accessory to a distribution center.**

**Roll Call:**

**Yeas: Boynton, Kelley, Budd, Franzoi and Thompson.**

**Nays: None.**

**Absent: Atchinson.**

**Motion Carried.**

**GENERAL DISCUSSION:**

- 1. DISCUSSION ON TOWNSHIP MASTER PLAN/FORMATION OF MASTER PLAN SUBCOMMITTEE:**  
Director Akers discussed the formation of a Master Plan Subcommittee. Three (3) members of the Planning Commission are required to form the subcommittee. Commissioners Atchinson, Kelley and Budd volunteered to form the Subcommittee. Patrick Sloan of McKenna Associates presented and discussed the Master Plan project schedule and the proposed update to the Master Plan.
  
- 2. JOINT COMMISSION/COMMITTEE MEETING – NOVEMBER 30, 2017:** Director Akers discussed the invitation to an Open House on November 30, 2017 at the Holiday Inn Express. The open house is a joint commission/committee meeting for all of the boards and commissions for the township. The event is open to the public.

**ADJOURNMENT:**

**Motion Kelley, Boynton second to adjourn at 9:19 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: 11/20/17

BOARD MTG (1ST READING): 11/21/17

BOARD MTG (2ND READING): 12/05/17

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

New Business X

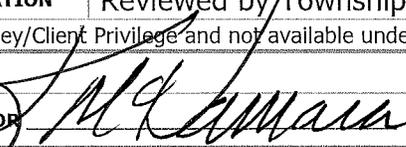
Unfinished Business \_\_\_\_\_

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

(6)

<b>ITEM (SUBJECT)</b>	To consider the first reading of Ordinance 11-21-17 (2) to amend the Charter Township of Van Buren General Ordinance 58-299 to provide for repeal regulations governing Medical Marihuana Cultivation Facility Registration.
<b>DEPARTMENT</b>	Planning & Economic Development
<b>PRESENTER</b>	Ron Akers – Director of Planning & Economic Development
<b>PHONE NUMBER</b>	734-699-8913
<b>INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)</b>	Matthew R. Best, Deputy Director of Planning & Economic Development

### Agenda topic

<b>ACTION REQUESTED</b>	
To consider the first reading of Ordinance 11-21-17 (2) to amend the Charter Township of Van Buren General Ordinance 58-299 to provide for repeal regulations governing Medical Marijuana Cultivation Facility Registration.	
<b>BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)</b>	
Van Buren Township is opting-out of PA 281 of 2016. Resolution 2017-28 clearly states the Townships intention of declining the adoption of an ordinance authorizing any of the five types of medical marihuana facilities within the Township authorized by PA 281 of 2016. Resolution 2017-28 confirms that a "marijuana facility" shall not operate in the Township. As part of the opt-out process, Ordinance 58-299, Medical Marijuana, must be repealed.	
<b>BUDGET IMPLICATION</b>	None
<b>IMPLEMENTATION NEXT STEP</b>	Conduct a second reading of the proposed ordinance repeal and publish a notice of adoption in the newspaper of record upon approval.
<b>DEPARTMENT RECOMMENDATION</b>	Approval
<b>COMMITTEE/COMMISSION RECOMMENDATION</b>	Approval (See attached minutes)
<b>ATTORNEY RECOMMENDATION</b>	Reviewed by Township Attorney (May be subject to Attorney/Client Privilege and not available under FOIA)
<b>ADDITIONAL REMARKS</b>	
<b>APPROVAL OF SUPERVISOR</b>	

CHARTER TOWNSHIP OF VAN BUREN

COUNTY OF WAYNE

STATE OF MICHIGAN

ORDINANCE # 2017- 11-21-17 <sup>(6)</sup> ~~(2)~~

At a regular meeting of the Township Board of the Charter Township of Van Buren, Wayne County, Michigan, held in the Van Buren Township Hall within the Township, on the \_\_\_\_\_ day of \_\_\_\_\_, 2017 at 7:00 p.m.

PRESENT: Trustees: \_\_\_\_\_

ABSENT: Trustee: \_\_\_\_\_

It was moved by Trustee \_\_\_\_\_ and supported by Trustee \_\_\_\_\_ the following Ordinance be adopted to amend the Code of Ordinances, Charter Township of Van Buren, Michigan, by Repealing *Section 58-299 – Medical Marijuana*, of Chapter 58, Article VI, Division 5 of said Code:

THE CHARTER TOWNSHIP OF VAN BUREN (“Township”), COUNTY OF WAYNE, MICHIGAN, ORDAINS:

SECTION 1. REPEAL *Section 58-299 – Medical Marijuana*, of Chapter 58, Article VI, Division 5 of the Code of Ordinances.

SECTION 2. SEVERABILITY. If any Section, subsection, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent portion of this ordinance, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 3. SAVINGS. All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this ordinance takes effect are saved and may be consummated according to the law in force when they are commenced.

SECTION 4. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

SECTION 5. EFFECTIVE DATE. This Ordinance shall be effective upon the passage by the Van Buren Township Board of Trustees and the publication of the Ordinance in accordance with the Charter of Van Buren Township and the statutes of the State of Michigan.

THIS ORDINANCE IS HEREBY DECLARED TO HAVE BEEN ADOPTED BY THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF VAN BUREN, COUNTY OF WAYNE, STATE OF MICHIGAN, AT A REGULAR MEETING, CALLED AND HELD ON THE \_\_\_\_\_ day of \_\_\_\_\_, 2017.

YEAS (in favor of amendment): \_\_\_\_\_

NAYS (opposed to amendment): \_\_\_\_\_

ABSENT: \_\_\_\_\_

I hereby approve the foregoing Ordinance.

\_\_\_\_\_  
Kevin McNamara,  
Supervisor, Charter Township of Van Buren

\_\_\_\_\_  
Leon Wright,  
Clerk, Charter Township of Van Buren

Adopted: \_\_\_\_\_

Published: \_\_\_\_\_

Effective: \_\_\_\_\_

## Sec. 58-299. - Medical marijuana.

- (a) *Purpose.* The purpose of this section is to establish standards and procedures for the review and input of the Charter Township of Van Buren on the issuance, renewal and/or revocation of medical marijuana registrations for medical marijuana cultivation facilities in order to:
- (1) Serve and protect the health, safety and welfare of the general public;
  - (2) Establish a set of rules and regulations which are fair and equitable for those interested in establishing medical marijuana cultivation facilities; and
  - (3) To provide reasonable regulation pursuant to the township's general police power granted to charter townships by the Michigan Constitution of 1963 and The Charter Township Act, MCL 42.1 et seq, as amended.

Nothing in this section, or in any companion regulatory provision adopted in any other provision of the Township Code of Ordinances, is intended to grant, nor shall they be construed as granting, immunity from criminal prosecution for growing, cultivation, sale, consumption, use, distribution, or possession of marijuana not in strict compliance with the Michigan Medical Marijuana Act (MMMA) or any township ordinance. Also, since federal law is not affected by the MMMA or any other state act or township ordinance, nothing in this section, or in any companion regulatory provision adopted in any other provision of the Code of Ordinances, is intended to grant, nor shall they be construed as granting, immunity from criminal prosecution under federal law. The MMMA does not protect users, caregivers or the owners of properties on which the medical use of marijuana is occurring from federal prosecution, or from having their property seized by federal authorities under the Federal Controlled Substances Act.

- (b) *Definitions.* Words and terms used in this section are defined in the Charter Township of Van Buren Zoning Ordinance and the MMMA.
- (c) *Adoption of state rules and regulations.* All activities related to medical marijuana shall be in compliance with the general rules of the Michigan Department of Community Health and the Michigan Medical Marijuana Act, MCL 333.26241 et seq, as amended.
- (d) *Registration required.*
- (1) No person shall own or operate a medical marijuana cultivation facility in the township without first applying for and receiving a registration from the department of public safety.
  - (2) Any medical marijuana cultivation facility opened prior to the adoption of this section must file for a registration within 30 days of the adoption of this section. No other applications will be accepted by the township until 45 days after the effective date of this section. Within 30 days after a pre-existing application is denied, the pre-existing cultivation facility shall discontinue all operations unless the building official or other code official determines it must be closed sooner for safety reasons.
  - (3) Registrations are non-transferrable and shall only apply to the person listed on the registration at the address listed on the application.
  - (4) Registrations shall be valid for a period of one year, from January 1 to December 31.
  - (5) A registration shall be issued or renewed upon payment of the required fee and submission of a completed application in compliance with the provisions of this section, and proof of compliance with all provisions and requirements of this section. Application to renew a registration to operate a medical marijuana cultivation facility shall be filed at least 30 days prior to the date of expiration. Such renewal shall be annual and shall be accompanied by the annual fee.
  - (6) Every applicant shall pay a fee at the time of the application for an initial or renewal registration, which fee shall be set by the township board of trustees. Said fee is non-refundable if the application is denied.
  - (7) The registration requirements set forth in this section shall be in addition to, and not in lieu of, any other

registration, licensing, and permitting requirements imposed by any other federal, state or local law.

- (8) The issuance of any registration pursuant to this section does not create an exception, defense or immunity to any person in regard to any potential criminal liability the person may have for the production, distribution or possession of marijuana, possession of drug paraphernalia, or presence in places where drugs are being used, stored or kept.
- (9) All registered medical marijuana cultivation facilities shall have a sign measuring at least 11 × 17 inches installed and maintained in a conspicuous location visible to all persons entering the premises located inside the building that reads as follows:
- THE MICHIGAN MEDICAL MARIJUANA ACT ACKNOWLEDGES THAT "FEDERAL LAW CURRENTLY PROHIBITS ANY USE OF MARIJUANA EXCEPT UNDER VERY LIMITED CIRCUMSTANCES." SEE MCL 333.26422(c). IF YOU HAVE ANY QUESTIONS OR CONCERNS PLEASE CONSULT WITH YOUR ATTORNEY.

(e) *Registration application.* Every applicant for a registration to maintain, operate or conduct a medical marijuana cultivation facility, shall file an application under notarized oath with the department of public safety upon a form provided by the township, which shall fulfill all of the requirements indicated on the form, including but not limited to:

- (1) The name, age, and address of applicant(s) and operator(s), including:
- a. Name, age and address of the applicant and all partners of the applicant, including proof that the applicant and/or proposed employees are at least 21 years of age.
  - b. Name, age and address of the operator of the facility in cases where this differs from the applicant.
  - c. In the case of corporations, partnerships, non-profit organizations, or other business types, the applicant shall be the highest level official or employee of the entity such as, board president, chief executive officer, executive director, or comparable position.
  - d. If the applicant is a corporation, a copy of the articles of incorporation and current corporation records disclosing the identity and residential addresses of all directors, officers, and shareholders. Include the address of the corporation itself, if different from the address of the medical marijuana cultivation facility and the name and address of the resident agent for the corporation.
  - e. If the applicant is a partnership, the names and residence address of each of the partners and the partnership itself, if different from the address of the medical marijuana cultivation facility, and the name and address of the resident agent(s).
  - f. Photo identification of the applicant and operator and/or driver's license.
  - g. The medical marijuana facility history of the applicant; whether such person has had a business license or registration revoked or suspended, the reason therefore, and the business activity or occupation subsequent to such action of suspension or revocation.
  - h. Proof that the applicant and/or its employees are primary caregivers if required under the MMMA.
- (2) The location and mailing address and all telephone numbers where the business is to be conducted, and the name and address of the owner, if different from the holder of the registration, and written evidence of the applicant's right to possession of the premises.
- (3) Proof that the planning commission and township board have approved the cultivation facility and that the cultivation facility meets all requirements of the zoning ordinance.
- (4) A certificate of occupancy or similar clearance from the building department verifying the structure and premises at which the registration will be utilized is in compliance with building, property maintenance and all other applicable local code provisions. The certificate of occupancy is required within 60 days of the registration being issued, and is required before opening of the facility.

- (5) A statement that the applicant will not violate any of the laws of the State of Michigan or the ordinances of t Township of Van Buren in conducting the business in which the registration will be used, and that a violatio may be cause for objecting to renewal of the registration, or for requesting revocation of the registration.
- (6) A signed release included with the application form permitting the public safety department to perform a criminal background check to ascertain whether the applicant and operator named on the application have been convicted of a felony.
- (7) A description of the security plan for the cultivation facility, including, but not limited to, any lighting alarms, barriers, recording/monitoring devices, and /or security guard arrangements proposed for the cultivation facility and premises.
- (8) Proof of insurance for fire damage in the amount of the value of the premises and liability insurance with minimum limits of \$500,000.00.
- (9) Description of the process for tracking medical marijuana quantities and inventory controls including on-site cultivation and processing, medical marijuana products received from outside sources, as well as caregivers and any other people on the premises.
- (10) Detailed description of all medical marijuana storage facilities and equipment including enclosed, locked facilities, if any, as may be required by the MMMA and/or the zoning ordinance.

(f) *Approval or renewal of application.* The Charter Township of Van Buren Public Safety Director or designee may issue or renew a registration for a medical marijuana cultivation facility if inspections for safety, zoning compliance, criminal history background checks, and all other information available to the township verify that the applicant has submitted a full and complete application, paid the appropriate fee, and has made improvements to the business location consistent with the application and is prepared to operate the business with in compliance with this section and any other applicable law, rule, ordinance, or regulation. The public safety director or designee will deny any application that does not meet the requirements of this section or any other applicable law, rule, ordinance, or regulation or that contains any false or incomplete information.

(g) *Violations and penalties.* Any person who is found to be in violation of this section shall be responsible for a misdemeanor and shall be subject to a fine of up to 90 days in jail and/or not more than \$500.00.

(h) *Conditions necessary.* No registration to establish or continue a medical marijuana cultivation facility shall be issued unless the township confirms the proposed medical marijuana cultivation facility complies with all of the following minimum requirements:

- (1) All provisions of the township building, fire, electrical and health codes have been fulfilled.
- (2) All provisions of the zoning ordinance for medical marijuana cultivation facilities have been fulfilled and that the facility has been approved by the planning commission and township board of trustees.
- (3) The applicant and operator shall not have any felony convictions.
- (4) The applicant or business has no outstanding back taxes, fines, fees, or liens owed to the township.
- (5) All applicable licenses, registrations, and permits have been obtained from the township or other governmental agencies.

(i) *Non-renewal or revocation.* The director of public safety may choose to not renew or revoke a registration based on any of the following:

- (1) A failure to meet the conditions or maintain compliance with the standards established by this section in reference to applications for a new registration or the renewal of an existing registration; or
- (2) One or more violations of any township ordinance on the premises; or
- (3) Maintenance of a nuisance on the premises; or
- (4) A demonstrated history of excessive calls for public safety (police, fire, and EMS) originating from the premises, being three or more calls in any 30-day period; or

(5) Nonpayment of real and/or personal property taxes, fines, fees, or liens owed to the township.

- (j) *Appeal process.* If an applicant or registrant chooses to appeal denial of a registration or revocation of a registration, the applicant or registrant can enter in a written appeal to the clerk's office using a township generated form including the appellant's signature, the requirement or decision from which the appeal is made, and shall state the specific grounds on which the appeal is based. The applicable fee shall be submitted with the notice of the appeal; such fee shall be nonrefundable. Appeals shall be filed within 30 days of the decision in question. The township board of trustees shall consider the appeal within 30 days of receipt of the appeal.

(Ord. No. 5-16-16, § 1-1—1-10, 6-16-16)

# Charter Township of Van Buren

## REQUEST FOR BOARD ACTION

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

**WORK STUDY MEETING DATE: 11/20/17**

**BOARD MTG (1<sup>ST</sup> READING): 11/21/17**

**BOARD MTG (2<sup>ND</sup> READING): 12/05/17**

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

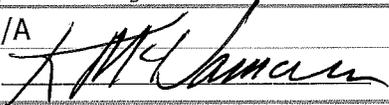
**New Business**

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

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

<b>ITEM (SUBJECT)</b>	To consider the first reading of Ordinance 11-21-17 <sup>(7)</sup> <del>(3)</del> to amend the Charter Township of Van Buren Zoning Ordinance 05-02-17(2) to amend the regulations regarding detention pond location and setbacks for off-street parking and loading areas, access drives, and paved surfaces accessory to a distribution center.
<b>DEPARTMENT</b>	Planning & Economic Development
<b>PRESENTER</b>	Ron Akers, AICP Director of Planning & Economic Development
<b>PHONE NUMBER</b>	734-699-8913
<b>INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)</b>	N/A

### Agenda topic

<b>ACTION REQUESTED</b>	To consider the first reading of Ordinance 11-21-17 <sup>(7)</sup> <del>(3)</del> to amend the Charter Township of Van Buren Zoning Ordinance 05-02-17(2) to amend the regulations regarding detention pond location and setbacks for off-street parking and loading areas, access drives, and paved surfaces accessory to a distribution center.
<b>BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)</b>	See attached cover letter.
<b>BUDGET IMPLICATION</b>	N/A
<b>IMPLEMENTATION NEXT STEP</b>	Township Board considers 2 <sup>nd</sup> reading of ordinance.
<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>	N/A
<b>APPROVAL OF SUPERVISOR</b>	

**CHARTER TOWNSHIP OF VAN BUREN  
WAYNE COUNTY, MICHIGAN  
ORDINANCE 11-21-17(S) (7)**

AN ORDINANCE TO AMEND THE CHARTER TOWNSHIP OF VAN BUREN ZONING ORDINANCE 05-02-17(2) AS AMENDED, BY AMENDING THE REGULATIONS REGARDING DETENTION POND LOCATION AND SETBACKS FOR OFF-STREET PARKING AND LOADING AREAS, ACCESS DRIVES, AND PAVED SURFACES ACCESSORY TO A DISTRIBUTION CENTER.

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

**SECTION 1. ORDINANCE AMENDMENT.**

The Charter Township of Van Buren Zoning Ordinance shall be amended as follows:

**Ordinance No. 11-21-17(S) (7)**

The following modifications shall be made to the Charter Township of Van Buren Zoning Ordinance:

The standards of Section 5.112 (Distribution Centers) are as follows. Proposed additions are underlined and proposed deletions are in ~~strike through~~:

**Section 5.112 - Distribution Centers**

- (A) A building containing a distribution center shall be located not less than two hundred fifty (250) feet from any residential zoning district and five hundred (500) feet from any residential dwelling.
- (B) Any building containing a distribution center shall be located not less than four hundred fifty (450) feet from any public right-of-way, with all buildings conforming to all other minimum requirements. Off-street parking and loading shall be located relative to the building as otherwise required in this Ordinance.
- (C) Truck docks, overhead doors and trailer staging areas accessory to a distribution center shall be located not less than three hundred fifty (350) feet from and residential district. Truck docks, overhead doors, and trailer staging areas accessory to a distribution center shall be oriented away from, or shall be reduced in number and sufficiently screened where oriented toward, all residential districts and public rights-of-way. Where building layouts incorporate multiple buildings, buildings shall be designed and oriented such that truck docks, overhead doors and trailer staging areas in adjacent building face one another.
- (D) All other off-street parking and loading areas, access drives and paved surfaces accessory to such a use, shall be located not less than ~~eighty (80)~~ sixty (60) feet from any residential district; which must include a greenbelt buffer required in Section 10.103(E).

The standards of Section 8.107 (Stormwater Basins) are as follows. Proposed additions are underlined and proposed deletions are in ~~strikethrough~~:

### **Section 8.107 Stormwater Basins**

**(A) Location.** Stormwater basins and related landscaping may be located in any zoning district and are not required to be in the same zoning district as the site from which it receives water.

**(AB) Engineering Standards.** Stormwater basins shall comply with the Township's engineering standards.

**(BC) Design.** Stormwater basins, including detention and retention basins, shall be designed as an integral part of the overall site plan. To the extent possible, such basins shall be configured and incorporated into the natural topography. Where this is not practical, the basin shall have an irregular shape to emulate a naturally formed or free form depression.

**(CD) Safety.** In the interest of the public health, safety, and welfare, basin designs shall incorporate features to discourage unauthorized access. The following methods of restricting access shall be incorporated into the design of stormwater basins:

**(1) Fencing.** Decorative fencing sufficient to restrict outside access to the stormwater basin shall be provided around the entire perimeter of the stormwater basin. Decorative black wrought iron-appearing fence is preferred, although the Planning Commission may approve decorative fence alternatives that it finds to be more compatible with the site's surroundings. Chain link and other non-decorative fences are specifically prohibited.

**(2) Alternatives.** In locations that are not readily accessible to populated areas, or that are contained within large sites, remote from developed areas, the Planning Commission may waive or modify the requirement for fencing, upon a finding that sufficient protections, including but not limited to vinyl-coated black chain link fence, graduated side slopes, vegetative and barrier plantings, safety shelves and other features, have been designed into the basin to reasonably protect the public. Notwithstanding, the fencing requirement shall not be waived in locations where steep side slopes increase the potential for slipping into the pond. Following are standards for several protective techniques which are among the alternatives that the Planning Commission may consider when determining if the fencing requirement may be waived for a site:

**(a) Shelf and Graduated Side Slopes.** A minimum six (6) foot wide shelf at a depth of one (1) foot below the permanent water level shall be provided around the entire perimeter of the basin.

**(3) Landscaping.** In addition to the landscaping requirements of this Ordinance, a minimum ten (10) foot wide landscape buffer shall be provided around the perimeter of the basin, measured from the top of bank elevation. The landscape buffer shall be planted so that it is sufficient to discourage access to the basin.

**(DE) Mosquito Control.** Stormwater basins designed to permanently hold water shall incorporate measures to limit mosquito growth, including but not limited to aerators and selective plantings.

**(EF) Access for Maintenance.** Reasonable and practical access shall be provided to stormwater basins to allow for periodic sedimentation removal and proper maintenance of related structures, pumps, mechanical filtration systems, and related ancillary equipment. The access shall be a minimum of fifteen (15) feet wide, be unpaved, and provide a grass

paver type of subsurface stabilization to support heavy equipment. The access location shall be indicated clearly on the proposed site plan, and the landscape plan shall be designed to prevent obstruction of the access by trees and shrubs. Access shall be located adjacent to a street, drive aisle or paved parking area where practical.

**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 seven (7) days after publication of the notice of adoption in a newspaper of general circulation within the Township. 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. A copy of this Ordinance may be purchased or inspected at the Clerk's Office, 46425 Tyler Road, Van Buren Township, MI 48111 during normal business hours.

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 5th day of December, 2017.

YEAS:  
NAYS:  
ABSENT:  
ABSTAINED:

I hereby approve the foregoing Ordinance,

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

\_\_\_\_\_  
Kevin McNamara, Supervisor

Adopted: December 05, 2017 (Proposed)  
Published: December 14, 2017  
Effective: December 22, 2017

September 22, 2017

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

**Subject: Proposed Zoning Ordinance Text Amendments: Distribution Centers and Stormwater Ponds**

Dear Commissioners:

We have recently reviewed a site plan application for Ashley Capital Crossroads North, located on the north side of Ecorse Road west of Haggerty Road. The 162-acre site is zoned M-T, and four (4) industrial buildings are proposed for a total gross floor area of 1,575,778 sq. ft. Because of the nature of the use, the 2 larger buildings proposed on the north side of the site are classified as Distribution Centers. During our review of the site plan, there were two (2) items raised regarding the Zoning Ordinance requirements:

- 1. Section 5.112 of the Zoning Ordinance requires off-street parking and loading areas, access drives, and paved surfaces accessory to a Distribution Center to be 80 feet from a residential district.** Ashley's proposed distribution center drives and parking areas are located 54 feet from the residential zones to the west and east. When the current Zoning Ordinance was adopted earlier this year, the Distribution Center setback standards remained the same as the previous Ordinance but new buffering standards were added for industrial-zoned properties that are adjacent to residential zoning districts. These buffering standards now require a 60-foot wide greenbelt buffer with a staggered double row of 8-foot high evergreen trees spaced 15 feet on center on a 6-foot high berm with a flat horizontal area at the crest of 3 feet in width. Additionally, the planting must achieve an opacity of 80% within 3 years and additional evergreen planting will be required if opacity is ever reduced below 80%. If the buffering standards of Article 10 of the Zoning Ordinance are appropriate, then we recommend amendment Section 5.112 as stated on the following page.
- 2. The proposed storm water ponds are located in a residentially-zoned area of Ashley's site.** While Ashley's stormwater ponds are located on Ashley's property, they are located on part of the property zoned R-1B. Customarily, an infrastructure component essential to support the industrial use can't be located on a residentially-zoned parcel. However, with recent County stormwater requirements that have resulted in larger ponds, the demand for industrial-zoned property is increasing just for the sake of having enough land for ponds. Over time, this may lead to industrial zoning requests in areas not supported for industrial use by the Master Plan. While the Zoning Ordinance does not explicitly prohibit a stormwater pond in a residential zone, we recommend that the Zoning Ordinance be amended to provide clarification going forward. There are benefits to allowing ponds in residential zones, which include ensuring an unbuilt buffer that is not zoned for industrial use. We recommend an amendment to Section 8.107 on page 3 of this letter.

The standards of Section 5.112 (Distribution Centers) are as follows. Proposed additions are underlined and proposed deletions are in ~~striketrough~~:

#### **SECTION 5.112 DISTRIBUTION CENTERS**

- (A) A building containing a distribution center shall be located not less than two hundred fifty (250) feet from any residential zoning district and five hundred (500) feet from any residential dwelling.
- (B) Any building containing a distribution center shall be located not less than four hundred fifty (450) feet from any public right-of-way, with all buildings conforming to all other minimum requirements. Off-street parking and loading shall be located relative to the building as otherwise required in this Ordinance.
- (C) Truck docks, overhead doors and trailer staging areas accessory to a distribution center shall be located not less than three hundred fifty (350) feet from and residential district. Truck docks, overhead doors, and trailer staging areas accessory to a distribution center shall be oriented away from, or shall be reduced in number and sufficiently screened where oriented toward, all residential districts and public rights-of-way. Where building layouts incorporate multiple buildings, buildings shall be designed and oriented such that truck docks, overhead doors and trailer staging areas in adjacent building face one another.
- (D) All other off-street parking and loading areas, access drives and paved surfaces accessory to such a use, shall be located not less than ~~eighty (80)~~ sixty (60) feet from any residential district; which must include a greenbelt buffer required in Section 10.103(E).

*The remainder of this page is intentionally blank*

The standards of Section 8.107 (Stormwater Basins) are as follows. Proposed additions are underlined and proposed deletions are in ~~striketrough~~:

#### **SECTION 8.107 STORMWATER BASINS**

**(A) Location.** Stormwater basins and related landscaping may be located in any zoning district and are not required to be in the same zoning district as the site from which it receives water.

**(AB) Engineering Standards.** Stormwater basins shall comply with the Township's engineering standards.

**(BC) Design.** Stormwater basins, including detention and retention basins, shall be designed as an integral part of the overall site plan. To the extent possible, such basins shall be configured and incorporated into the natural topography. Where this is not practical, the basin shall have an irregular shape to emulate a naturally formed or free form depression.

**(CD) Safety.** In the interest of the public health, safety, and welfare, basin designs shall incorporate features to discourage unauthorized access. The following methods of restricting access shall be incorporated into the design of stormwater basins:

**(1) Fencing.** Decorative fencing sufficient to restrict outside access to the stormwater basin shall be provided around the entire perimeter of the stormwater basin. Decorative black wrought iron-appearing fence is preferred, although the Planning Commission may approve decorative fence alternatives that it finds to be more compatible with the site's surroundings. Chain link and other non-decorative fences are specifically prohibited.

**(2) Alternatives.** In locations that are not readily accessible to populated areas, or that are contained within large sites, remote from developed areas, the Planning Commission may waive or modify the requirement for fencing, upon a finding that sufficient protections, including but not limited to vinyl-coated black chain link fence, graduated side slopes, vegetative and barrier plantings, safety shelves and other features, have been designed into the basin to reasonably protect the public. Notwithstanding, the fencing requirement shall not be waived in locations where steep side slopes increase the potential for slipping into the pond. Following are standards for several protective techniques which are among the alternatives that the Planning Commission may consider when determining if the fencing requirement may be waived for a site:

**(a) Shelf and Graduated Side Slopes.** A minimum six (6) foot wide shelf at a depth of one (1) foot below the permanent water level shall be provided around the entire perimeter of the basin.

**(3) Landscaping.** In addition to the landscaping requirements of this Ordinance, a minimum ten (10) foot wide landscape buffer shall be provided around the perimeter of the basin, measured from the top of bank elevation. The landscape buffer shall be planted so that it is sufficient to discourage access to the basin.

**(DE) Mosquito Control.** Stormwater basins designed to permanently hold water shall incorporate measures to limit mosquito growth, including but not limited to aerators and selective plantings.

**(EF) Access for Maintenance.** Reasonable and practical access shall be provided to stormwater basins to allow for periodic sedimentation removal and proper maintenance of related structures, pumps, mechanical filtration systems, and related ancillary equipment. The access shall be a minimum of fifteen (15) feet wide, be unpaved, and provide a grass paver type of subsurface stabilization to support heavy equipment. The access location shall be indicated clearly on the proposed site plan, and the landscape plan shall be designed to prevent obstruction of the access by trees and shrubs. Access shall be located adjacent to a street, drive aisle or paved parking area where practical.

We look forward to reviewing these proposed Zoning Ordinance amendments with you at an upcoming meeting.

Respectfully submitted,  
**McKENNA ASSOCIATES**

A handwritten signature in black ink that reads "Patrick J. Sloan". The signature is written in a cursive, flowing style.

Patrick J. Sloan, AICP  
Senior Principal Planner

**CHARTER TOWNSHIP OF VAN BUREN  
PLANNING COMMISSION  
PUBLIC HEARING**

Notice is hereby given that the Charter Township of Van Buren Planning Commission will hold a public hearing on **Wednesday, October 25, 2017 at 7:30 p.m.**, in the Board of Trustees Room, 46425 Tyler Road, Charter Township of Van Buren, Wayne County, Michigan to consider the following proposed amendments to the Charter Township of Van Buren's Zoning Ordinance:

1. Proposed amendments clarifying the zoning district location of stormwater ponds (Section 8.107) and amending the setbacks for off-street parking and loading areas, access drives, and paved surfaces accessory to a distribution center (Section 5.112).
2. A proposed amendment which repeals those sections of the Zoning Ordinance which allows medical marihuana cultivation facilities, provides site development standards for medical marihuana cultivation facilities, and removes those references to the applicable sections in other areas of the Zoning Ordinance.

The proposed amendments can be reviewed at the Planning & Economic Development Department at Van Buren Township Hall during normal business hours (7:30 a.m. to 4:00 p.m.). Written comments will be accepted by the Planning and Economic Development Department until 4:00 p.m. on the hearing date.

In compliance with the Americans with Disabilities Act, reasonable accommodations will be made available with advance notice.

Posted:       October 3, 2017

Published:    October 5, 2017

**CHARTER TOWNSHIP OF VAN BUREN  
PLANNING COMMISSION  
OCTOBER 25, 2017  
MINUTES**

Chairperson Thompson called the meeting to order at 7:34 p.m.

**ROLL CALL:**

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

**Excused:** Atchinson.

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

**Planning Representatives:** McKenna Associate, Patrick Sloan and Fishbeck Associate, David Potter.

**Audience:** Seven (7).

**APPROVAL OF AGENDA:**

**Motion Kelley, Boynton second to approve the amended agenda of October 25, 2017 removing item numbers 6 and 7 under New Business. Motion Carried.**

**APPROVAL OF MINUTES:**

**Motion Kelley, Boynton second to approve the regular meeting minutes of September 13, 2017 and special meeting minutes of October 4, 2017 as presented. Motion Carried.**

**PUBLIC HEARING:**

**ITEM # 1 REPEAL OF MEDICAL MARIJUANA CULTIVATION FACILITIES REGULATIONS**

**TITLE: THIS IS A PUBLIC HEARING TO CONSIDER PROPOSED AMENDMENTS TO THE VBT ZONING ORDINANCE TO REPEAL THOSE SECTIONS OF THE ZONING ORDINANCE WHICH ALLOWS MEDICAL MARIJUANA CULTIVATION FACILITIES, PROVIDES SITE DEVELOPMENT STANDARDS FOR MEDICAL MARIJUANA CULTIVATION FACILITIES AND REMOVES THOSE REFERENCES TO THE APPLICABLE SECTIONS IN OTHER AREAS OF THE ZONING ORDINANCE.**

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

Patrick Sloan of McKenna Associates presented his memorandum dated 10-6-17 discussing the Township Zoning Ordinance that currently permits Medical Marijuana Cultivation Facilities in the General Industrial (M-2) zoning district as a special land use. The regulations were adopted in response to the Michigan Medical Marijuana Act (MMMA). State legislature has now adopted the Medical Marijuana Facilities Licensing Act (MMFLA) allowing five (5) types of facilities. McKenna Associates worked with the Public Safety Department, Developmental Services staff and Township legal counsel to discuss implications of the new law to Van Buren Township and regulatory options available to the Township. The recommendation from McKenna Associates is to repeal the provisions for Medical Marijuana Cultivation Facilities in the Zoning Ordinance, thereby prohibiting all of the five (5) uses provided for in the MMFLA. If the Township later decides to permit one or more of the five (5) uses, the appropriate regulations can be added to the zoning ordinance at that time.

Commissioners inquired if any facilities are currently located in Van Buren Township and if there were any changes to the patient/caregiver law. The answer was no.

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

**ITEM # 2                    ZONING ORDINANCE AMENDMENTS REGARDING DETENTION POND LOCATION, SETBACKS FOR OFF-STREET PARKING AND LOADING AREAS, ACCESS DRIVES AND PAVED SURFACES ACCESSORY TO A DISTRIBUTUION CENTER.**

**DESCRIPTION:            THIS IS A PUBLIC HEARING TO CONSIDER PROPOSED AMENDMENTS TO SECTION 8.107 REGARDING DETENTION POND LOCATION AND SECTION 5.112 REGARDING SETBACKS FOR OFF-STREET PARKING AND LOADING AREAS, ACCESS DRIVES AND PAVED SURFACES ACCESSORY TO A DISTRIBUTION CENTER.**

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

Patrick Sloan of McKenna Associates presented his proposed Zoning Ordinance Text Amendments letter dated 9-22-17. The proposed amendments are to Section 8.107 Stormwater Basins; clarifying the zoning district location of stormwater ponds and Section 5.112 Distribution Centers; amending the setbacks for off-street parking and loading areas, access drives and paved surfaces accessory to a distribution center. The proposed amendments are:

Section 8.107 Stormwater Basins: The language addition of (A) Location. Stormwater basins and related landscaping may be located in any zoning district and are not required to be in the same zoning district as the site from which it receives water.

Section 5.112 Distribution Centers: Amendments to (D) All other off-street parking and loading areas, access drives and paved surfaces accessory to such a use, shall be located not less than sixty (60) feet from any residential district; which must include a greenbelt buffer required in Section 10.103(E).

No questions or comments from the Commission or the audience.

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

**NEW BUSINESS:**

**ITEM # 1                    17-031 – SITE PLAN AMENDMENT**

**TITLE:                        THE APPLICANT, UPLAND HOMES, IS REQUESTING AN AMENDMENT TO THE APPROVED COUNTRY WALK SITE PLAN FOR REVISED SINGLE FAMILY ARCHITECTURAL ELEVATIONS.**

**LOCATION:                    THE UNFINISHED COUNTRY WALK SUBDIVISION IS THE SUBJECT OF THE REQUEST. THE DEVELOPMENT IS LOCATED ON THE EASE SIDE OF MARTINSVILLE ROAD, NORTH OF SAVAGE ROAD.**

Applicant Phillip Kuntzman gave the presentation. Upland Homes submitted five (5) plans with various home elevations for forty-two (42) sites located in the Country Walk Subdivision. The applicant will make sure that home elevations are on lots that meet setback requirements.

Director Akers presented his staff memo dated 10-20-17 in which he discussed deficiencies with concern to the façade materials on the 2842 colonial elevation. The applicant has discussed with staff his desire to remove elevation 2842 from the submitted plans. Staff recommends the Planning Commission approve an amendment to the site plan for the Country Walk development in order to allow Upland Homes to construct new homes consistent with the provided plans which depict elevations to be constructed in phase 3 and phase 4 of the Country Walk development. This approval to be based upon the staff review letter dated 10-20-17 and conditioned upon the following:

1. Township Planning Staff shall review each application for a new single-family home in Country Walk Phase 3 and Phase 4 in order to determine that the new home meets the required setbacks and that the elevation meets the Township's "substantially different" architectural design standards set forth in the PRD agreement for the Country Walk development.

Commissioners discussed marketing of the homes, home elevations to be located on lots determined to meet those elevations requirements and the bi-level home elevation submitted by the applicant. No comments from the audience.

**Motion Kelley, Boynton second to grant Upland Homes request to amend the approved Country Walk site plan subject to the recommendations in the staff report dated 10-20-17 with the addition of the removal of elevation 2842 from the plans at the request of the applicant. Motion Carried. (Letter attached)**

**ITEM # 2                    17-024 – MASTER PLAN AMENDMENT HAROLD SMITH FARM FUTURE LAND USE**

**TITLE:                    THE APPLICANT, BEN GRIFFIN, IS REQUESTING AN AMENDMENT TO THE TOWNSHIP'S FUTURE LAND USE MAP TO CHANGE THE FUTURE LAND USE DESIGNATION FROM LOW DENSITY SINGLE FAMILY B TO LIGHT INDUSTRIAL.**

**LOCATION:                THE PROPERTY AT 50015 MICHIGAN AVENUE IS THE SUBJECT OF THIS REQUEST. THIS PROPERTY IS LOCATED ON THE SOUTH SIDE OF MICHIGAN AVENUE, EAST OF ECORSE ROAD AND WEST OF DENTON ROAD. (APPROXIMATELY 75 ACRES).**

Applicant Ben Griffin gave the presentation. Mr. Griffin discussed the site location, a 3-sided parcel with 2 of the sides located on Michigan Avenue and along the railway, not a conducive property for a residential development. The applicant is requesting an amendment to change the Township's future land use map and future land use designation from low-density single family B to light industrial.

Director Akers discussed the request to rezone and compared the request to future land use maps in the Master Plan. The property location on Michigan Avenue is in close proximity to industrial zoned property, rezoning may be appropriate. Director Akers discussed the Master Plan Amendment/Future Land Use projected timeline letter dated 10-20-17. The first step is to send out a Notice of Intent to Plan if Commissioners desire to move forward.

Patrick Sloan of McKenna Associates presented his rezone review letter dated 8-1-17 recommending the Planning Commission defer action on the rezoning application pending a review of the Master Plan

pursuant to the Michigan Planning Enabling Act. If the Planning Commission is interested in pursuing an amendment to the Master Plan to address the applicant's request and the issues noted in the letter, McKenna Associates recommends adopting a motion to that effect.

Commissioners discussed the timeframe difference of addressing the rezone now or including with the Master Plan Update, the applicants timeline and the zoning of the neighboring property in Canton. The Commissions desire is to start the rezone process of this property in regards to the Master Plan update.

**Motion Kelley, Boynton second to submit the initial notices of intent to plan for the property located on Michigan Avenue. Motion Carried.**

**ITEM # 3                    17-029 – PRELIMINARY SITE PLAN APPROVAL**

**TITLE:                    THE APPLICANT, THE VAN BUREN TOWNSHIP DOWNTOWN DEVELOPMENT AUTHORITY, IS REQUESTING PRELIMINARY SITE PLAN APPROVAL TO CONSTRUCT AN OFFICE BUILDING AND A PARK AT THEIR PROPERTY ON BELLEVILLE ROAD.**

**LOCATION:                10151, 10065, 10085 & 10101 BELLEVILLE ROAD IS THE SUBJECT OF THE AGENDA ITEM. THE PROPERTY IS LOCATED ON THE EAST SIDE OF BELLEVILLE ROAD, NORTH OF THE I-94 SERVICE DRIVE AND SOUTH OF TYLER ROAD.**

Downtown Development Authority (DDA) Director, Susan Ireland gave the presentation. The DDA is requesting preliminary site plan approval to construct an office building and park on their property located on Belleville Road as part of a place making initiative. Director Ireland displayed the preliminary site plan, a color rendering and the exterior façade materials for the office building. Ireland also discussed the underground storm water retention, the size of the sign and the owner of the neighboring Remerica real estate office is willing to allow cross access to the site.

Director Akers presented his staff review letter dated 10-20-17 recommending the Planning Commission grant preliminary site plan approval based on the analysis and findings by staff and subject to the nine (9) conditions in his letter.

Fishbeck Associate David Potter presented his preliminary site plan review letter dated 9-1-17 recommending the Planning Commission grant preliminary site plan approval at this time.

Director Akers presented the Fire Department review letter dated 10-20-17 approving the plan. Outstanding items are to be addressed during construction and before certificate of occupancy.

Commissioners discussed removal of the existing buildings, exterior façade materials and the lack of red brick in the proposed materials and waiving the greenbelt requirement. The applicant is to look into a hybrid façade design to include the commercial red brick requirement

**Motion Boynton, Franzoi second to grant preliminary site plan approval to the Van Buren Township Downtown Development Authority to construct an office building and a park at 10151, 10065, 10085 and 10101 Belleville Road located on the east side of Belleville Road, north of the I-94 Service Drive subject to the recommendations in the staff review letter dated 10-20-17, Fishbeck Associates review later dated 10-20-17 and Fire Department review letter dated 10-03-17. Motion Carried. (Letters Attached)**

**ITEM # 4 REPEAL OF MEDICAL MARIJUANA CULTIVATION FACILITIES REGULATIONS**

**TITLE: THIS PUBLIC HEARING IS TO CONSIDER PROPOSED AMENDMENTS TO THE VBT ZONING ORDINANCE TO REPEAL THOSE SECTIONS OF THE ZONING ORDINANCE WHICH ALLOWS MEDICAL MARIJUANA CULTIVATION FACILITIES, PROVIDES SITE DEVELOPMENT STANDARDS FOR MEDICAL MARIJUANA CULTIVATION FACILITIES AND REMOVES THOSE REFERENCES TO THE APPLICABLE SECTIONS IN OTHER AREAS OF THE ZONING ORDINANCE.**

Director Akers gave the staff recommendation. Staff from both Public Safety and Developmental Services met and the consensus was to move forward with opting out by repealing sections 3.104, 3.117 and 5.125 of the Township Zoning Ordinance and sending a resolution to LARA.

**Motion Kelley, Boynton second to recommend to the Township Board of Trustees the proposed amendments to the Van Buren Township Zoning Ordinance to repeal the sections of the Zoning Ordinance which allow medical marijuana cultivation facilities and remove those references to applicable sections in other areas of the Zoning Ordinance.**

**Roll Call:**

**Yeas: Franzoi, Boynton, Kelley, Budd and Thompson.**

**Nays: None.**

**Absent: Atchinson.**

**Motion Carried.**

**ITEM # 5 ZONING ORDINANCE AMENDMENTS REGARDING DETENTION POND LOCATION, SETBACKS FOR OFF-STREET PARKING AND LOADING AREAS, ACCESS DRIVES AND PAVED SURFACES ACCESSORY TO A DISTRIBUTION CENTER.**

No additional comments from Staff, the Commission or the audience.

**Motion Kelly, Boynton second to recommend to the Township Board of Trustees the Zoning Ordinance Amendments regarding detention pond location, setbacks for off-street parking and loading areas, access drives and paved surfaces accessory to a distribution center.**

**Roll Call:**

**Yeas: Boynton, Kelley, Budd, Franzoi and Thompson.**

**Nays: None.**

**Absent: Atchinson.**

**Motion Carried.**

**GENERAL DISCUSSION:**

- 1. DISCUSSION ON TOWNSHIP MASTER PLAN/FORMATION OF MASTER PLAN SUBCOMMITTEE:**  
Director Akers discussed the formation of a Master Plan Subcommittee. Three (3) members of the Planning Commission are required to form the subcommittee. Commissioners Atchinson, Kelley and Budd volunteered to form the Subcommittee. Patrick Sloan of McKenna Associates presented and discussed the Master Plan project schedule and the proposed update to the Master Plan.
  
- 2. JOINT COMMISSION/COMMITTEE MEETING – NOVEMBER 30, 2017:** Director Akers discussed the invitation to an Open House on November 30, 2017 at the Holiday Inn Express. The open house is a joint commission/committee meeting for all of the boards and commissions for the township. The event is open to the public.

**ADJOURNMENT:**

**Motion Kelley, Boynton second to adjourn at 9:19 p.m. Motion Carried.**

Respectfully submitted,

Christina Harman  
Recording Secretary

# Charter Township of Van Buren

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

## REQUEST FOR BOARD ACTION

**WORK STUDY MEETING DATE:**

12-04-2017

**BOARD MEETING DATE:**

12-05-2017

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

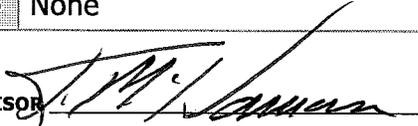
New Business X

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

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

<b>ITEM (SUBJECT)</b>	1 <sup>st</sup> Amendment to the Intergovernmental Agreement between Van Buren Twp. & the City of Belleville for Emergency Dispatch & Lockup Services.
<b>DEPARTMENT</b>	Supervisor's Department
<b>PRESENTER</b>	Supervisor McNamara
<b>PHONE NUMBER</b>	734.699.8910
<b>INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)</b>	Public Safety Director Laurain, Chief Wright

### Agenda topic

<b>ACTION REQUESTED</b>	
To consider the 1 <sup>st</sup> Amendment to the IGA between Van Buren Twp. And the City of Belleville for Emergency Dispatch & Lockup Services and authorize Supervisor McNamara and Clerk Wright to execute the agreement.	
<b>BACKGROUND - (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)</b>	
The IGA between Van Buren Twp. and the City of Belleville for Emergency Dispatch & Lockup Services has been amended to coincide with the length of the contract proposed with Belleville for shared fire services. A 2% fee annual increase for services beginning in 2020 is also a part of the amendment.	
The new IGA is attached with changes in red.	
<b>BUDGET IMPLICATION</b>	none
<b>IMPLEMENTATION NEXT STEP</b>	Supervisor McNamara and Clerk Wright to execute the IGA with Belleville.
<b>DEPARTMENT RECOMMENDATION</b>	Approval
<b>COMMITTEE/COMMISSION RECOMMENDATION</b>	
<b>ATTORNEY RECOMMENDATION</b>	none
(May be subject to Attorney/Client Privilege and not available under FOIA)	
<b>ADDITIONAL REMARKS</b>	None
<b>APPROVAL OF SUPERVISOR</b>	

**FIRST AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CHARTER TOWNSHIP OF VAN BUREN AND THE  
CITY OF BELLEVILLE FOR EMERGENCY DISPATCH  
AND LOCKUP SERVICES AGREEMENT**

**THIS AGREEMENT** entered into this \_\_\_\_\_ day of December, 2017, by and between: the Charter Township of Van Buren, 46425 Tyler Road, Van Buren Township, Michigan 48111, a municipal corporation hereinafter referred to as “the Township” and the City of Belleville, 6 Main Street, Belleville, Michigan 48111, a municipal corporation hereinafter referred to as “the City”.

**WHEREAS**, the Township and the City have heretofore each provided emergency dispatch and lockup services in conjunction with public safety; and

**WHEREAS**, the Township and the City have determined that each municipality would realize certain benefits upon the transfer of the City’s dispatch and lockup services to the Township; and

**WHEREAS**, Public Act 32 of the Public Acts of 1986, as amended, being MCL 484.1101 *et seq.*, and MCL 124.531 *et seq.* authorizes agreements between public agencies for these services; and,

**WHEREAS**, on May 2, 2017, the Township and City entered into an Intergovernmental Agreement (“IGA”) related to the providing of Emergency Dispatch and Lockup Services; and,

**WHEREAS**, the Township and City desire to amend the IGA pursuant to paragraph 10c thereof;

**NOW THEREFORE**, the Township and the City hereby agree as follows:

1. Page 7, Paragraph 5c of the IGA is deleted in its entirety and replaced with the following:

Subject to the termination provisions in Section 7, the annual fee for Dispatch Services, including wages, benefits, training expenses, administrative expenses and equipment and for Lockup Services including detainee monitoring, arraignments, bonding, detainee releasing and meals and all other costs shall be as follows:

<u>Contract Year</u>	<u>Dispatch</u>	<u>Lockup</u>	<u>Total</u>
<u>2017</u>	<u>\$ 144,426</u>	<u>\$ 26,675</u>	<u>\$ 171,101 (2.5% increase)</u>
<u>2018</u>	<u>\$148,036</u>	<u>\$ 27,341</u>	<u>\$ 175,377 (2.5% increase)</u>
<u>2019</u>	<u>\$151,736</u>	<u>\$ 28,024</u>	<u>\$ 179,760 (2.5% increase)</u>

(Add additional years to be consistent with the new fire services agreement at a 2.5% annual increase?)

Beginning with Contract Year 2020, and for the balance of the Agreement term, the total fee increase shall be two (2%) percent annually.

The City shall pay the annual fee in four quarterly installments in the first month of each quarter of the fiscal year. The Township may add a service charge of one percent (1%) on the first day of each month to any balance in arrears.

In the event the Agreement is renewed for an additional period of time, the parties shall negotiate in good faith to arrive at a mutually agreeable annual fee schedule. If no mutually agreed upon fee schedule can be agreed upon, this agreement shall automatically terminate.

The Township and City acknowledge and agree that the above stated annual fees are based upon projected actual costs, and the parties' desire to provide a method by which the Township will receive an annual fee which is no less than its actual annual total costs for providing Dispatch and Lockup Services. Therefore, the City and Township agree that the City shall pay to the Township, at a minimum, the above stated projected annual costs regardless of the actual annual costs incurred by the Township, provided however, if the actual annual costs incurred by the Township for the Dispatch and Lockup Services in any year exceed the projected annual costs for that year, then the City shall pay to the Township, in addition to the projected annual cost, an amount equal to the additional actual cost. The Township shall provide written documentation to the City of the additional actual cost and the City shall pay to the Township the additional actual cost within thirty (30) days of receipt of the Township's documentation.

2. Page 9, paragraph 7 is deleted in its entirety and replaced with the following:

**7. TERM OF AGREEMENT.**

This Agreement shall be effective for Eleven (11) years, beginning on January 1, 2017 and ending on the 31st day of December, 2027. This Agreement is

automatically renewable for a one (1) year period unless terminated by either of the parties in accordance with this paragraph. Either party may terminate this agreement at any time by providing written notice to the other party six (6) months in advance of termination. Annual fees for Township Dispatch and Lockup services for any renewal periods shall be negotiated by the parties.

3. The remaining terms of the IGA are hereby ratified and reaffirmed.

IN WITNESS WHEREOF, this Agreement has been executed by the Township, and the City, as of the date of this Agreement, and has been authorized and approved by the respective parties hereto.

**For the Charter Township of Van Buren**

\_\_\_\_\_  
By Its: Supervisor, Kevin McNamara

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

**For the City of Belleville**

\_\_\_\_\_  
By Its: Mayor, Kerreen Conley

\_\_\_\_\_  
By Its: Clerk, Sherri Scharf

# Charter Township of Van Buren

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

## REQUEST FOR BOARD ACTION

**WORK STUDY MEETING DATE:**

12-04-2017

**BOARD MEETING DATE:**

12-05-2017

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

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

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

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

<b>ITEM (SUBJECT)</b>	Intergovernmental Agreement for Fire Protection and Medical Response Services between Van Buren Twp. and the City of Belleville.
<b>DEPARTMENT</b>	Supervisor's Office
<b>PRESENTER</b>	Supervisor McNamara
<b>PHONE NUMBER</b>	734.699-8910
<b>INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)</b>	Public Safety Director, Chief Brow

### Agenda topic

<b>ACTION REQUESTED</b>	
To consider the Intergovernmental Agreement for Fire Protection and Medical Response Services between Van Buren Twp. and the City of Belleville and authorize Supervisor McNamara and Clerk Wright to execute the agreement.	
<b>BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)</b>	
Attached is the Intergovernmental Agreement for Fire Protection and Medical Response Services between Van Buren Twp. and the City of Belleville.	

<b>BUDGET IMPLICATION</b>	none
<b>IMPLEMENTATION NEXT STEP</b>	Supervisor McNamara and Clerk Wright to execute the IGA.

<b>DEPARTMENT RECOMMENDATION</b>	Approval
<b>COMMITTEE/COMMISSION RECOMMENDATION</b>	

<b>ATTORNEY RECOMMENDATION</b>	None.
(May be subject to Attorney/Client Privilege and not available under FOIA)	

<b>ADDITIONAL REMARKS</b>	None
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<b>APPROVAL OF SUPERVISOR</b>	
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**INTERGOVERNMENTAL AGREEMENT FOR FIRE PROTECTION  
AND MEDICAL RESPONSE SERVICES BY THE  
CHARTER TOWNSHIP OF VAN BUREN  
TO THE CITY OF BELLEVILLE**

This Agreement entered into this \_\_\_\_\_ day of December, 2017, by the CHARTER TOWNSHIP OF VAN BUREN, 46425 Tyler Road, Van Buren Twp., Michigan 48111 (hereafter called "TOWNSHIP"), and the CITY OF BELLEVILLE, 6 Main Street, Belleville, Michigan 48111 (hereafter called "CITY").

WHEREAS the City desires to have the Township provide to the citizens of the City, fire protection and medical response services; and

WHEREAS the Township wishes to provide fire protection and medical response services to the citizens of the City.

Therefore, the Township and the City in consideration of the promises and covenants contained herein, and other valuable consideration receipt of which hereby acknowledged, do hereby agree as follows:

**Sec 1.0 FIRE PROTECTION AND MEDICAL RESPONSE SERVICES**

The Township shall be the exclusive provider of Firefighting and Fire Protection Service, including any inspections and investigations, and ticket issuance required by the fire department under State and local law, and non-exclusive provider of Medical Response Services (the "Services") to the City, under the express terms and conditions set forth herein, throughout the entire municipal boundary of the City for the period set forth herein. The City may contract with EMS to provide basic and advanced life support services including transport for all emergency medical calls, at no additional cost to the Township. The Township shall also review site plans as required by the City for fire code compliance. The parties will meet quarterly to discuss the services being provided if requested by either party.

**Sec 2.0 COST OF SERVICES**

The City shall pay the Township One Hundred Sixty Thousand & 00/100 (\$160,000.00) Dollars each year, beginning on the **date of commencement of services**, as set forth herein, payable to the CHARTER TOWNSHIP OF VAN BUREN.

The payment for the first two quarters of service shall be on or before the **date of commencement of services**. All subsequent payments shall be made quarterly, on the first business day of the quarter, in advance of the service.

**Sec. 2.1 LATE PAYMENT**

The City shall be given a thirty (30) calendar day grace period after the due date of any payment required herein. Thereafter, any payment shall carry a ten (10%) percent late fee for any amount(s) delinquent in payment.

**Sec. 2.2 FAILURE TO PAY: WITHHOLDING OF MONIES DUE CITY  
FROM STATE TREASURY AND PAYMENT TO TOWNSHIP**

Should the City fail, for any reason, to timely pay the Township the amounts required under this agreement within thirty (30) days of the due date, the City agrees that upon notice from the Van Buren Township Treasurer to the Treasurer of the State of Michigan (or any other State of Michigan official authorized to disburse funds to the City), the State of Michigan is authorized to withhold any funds due the City from the State and assign those funds to partially or completely offset any deficiency by the City to the Township. Such funds shall be paid directly to the Township. Further, the City waives any claims against the State or Township, or their respective officials, for any such amounts paid to the Township. Such a transfer shall be considered an assignment by the City to the Township. Further, the City waives any claims against the Township, or its officials, for any such amounts paid to the Township. Nothing in this Agreement shall operate to limit in any way the Township's right to pursue any other legal remedies against the City for the reimbursement of amounts due the Township under this Agreement. The remedies in this paragraph are available to the Township on an ongoing and successive basis, as the City becomes delinquent in its payments. In addition to any right of setoff or recoupment provided by applicable laws, all amounts due to the City shall be considered net indebtedness of the City to the Township and the Township shall have the right to set-off against or recoup from any amounts due to the City at any times and without further notice to the City.

**Sec. 2.3 FAILURE TO PAY: ADDITIONAL DEFAULT REMEDIES OF  
THE TOWNSHIP**

If the City (1) fails for any reason to timely pay the Township any amount due under this Agreement; (2) fails to perform any other obligation required under this Agreement; or (3) seeks authority from the governor and State Treasurer to proceed under Title 11 of the United State Code, 11 USC 101 to 1532 as provided for in Section 23 of Public Act 4 of 2011; the City shall be in default of this Agreement. The Township will send written notice of any default via first class mail to the City. If the default is not cured within thirty (30) days from the date of the notice the Township may:

- A) Terminate this Agreement immediately without further notice to the City.
- B) Refrain from providing any further services or performing under this Agreement.
- C) Declare all unpaid amount owed under the Agreement immediately due and payable without further presentment, demand, protest or other notice of any kind, all of which are expressly waived by the City.
- D) Exercise any and all rights and remedies available to it under the Agreement or applicable law.
- E) In the event the Township is required to employ the services of its Attorney at any time during a Default in Payment, the City shall reimburse the Township within 21 days of service on the City of an itemized invoice for

the actual reasonable attorney fees. Failure to pay within 21 days shall be deemed a Default of this Agreement.

**Sec. 2.4 ESCALATOR CLAUSE: FIFTH AND SUBSEQUENT YEARS**

The costs of services provided under this Agreement shall remain at the annual rate of One Hundred Sixty Thousand & 00/100 (\$160,000.00) Dollars for the first forty-eight (48) months of this Agreement. For the following years of this Agreement, the cost of services shall increase by 2%, per year, commencing each year on the anniversary date of the commencement of services.

**Sec. 3.0 TERM OF AGREEMENT**

This Contract shall remain in effect for a ten (10) year period from the date of commencement of services as set forth in Sec. 10 herein.

**Sec. 4.0 NATURE OF SERVICES**

The Township shall retain the power and responsibility to control all aspects of the fire protection and medical response services, including dispatch functions in the City, in accordance with the terms hereof.

The Township shall provide the services by stationing firefighters in fire stations located within the Township on a 24-hour, seven day a week schedule. Adequate equipment for responding to calls for assistance shall also be located at the Township fire stations. The Township will make job offers to the Chief, as Battalion Chief, and all paid on-call fire fighters employed by the City on December 31, 2017. All City Firefighters who become employees of the Township, pending the background process, shall be governed by the terms and conditions of the Township's MAFF CBA.

**Sec 4.1 NON-DISCRIMINATORY SERVICES**

The Township shall, while rendering the services provided herein, not favor the citizens and property of the Township to the detriment of the citizens and property of the City, provided, however, that the Township shall have complete control as to means and methods of providing the services to the City required by this Agreement. The City agrees that in the event the Township shall be unable to respond to any call for any services provided under this Agreement because of the prior commitment of its equipment and personnel, or if for any reason beyond its control, the Township shall be unable to reach the scene of a request for service, or if there shall be any failure of communication or error therein which is beyond the control of the Township, and which prevents or delays an arrival of fire equipment where or when it is needed, there shall be no liability to the City of any kind or nature on the part of the Township, and its employees. However to the extent permitted by law, the Township shall hold harmless, indemnify and defend the City from any claims by third parties for any of the actions of the Township as set forth in this paragraph as provided in Section 12 of this Agreement.

**Sec 5.0 EXISTING EQUIPMENT OF THE CITY**

The Township will, following an inspection of the equipment to the satisfaction of the Township, purchase from the City for \_\_\_\_\_ (\$\_\_\_\_\_) dollars the equipment identified in Exhibit A to this Agreement.

**Sec 5.1 VEHICLE AND FIREFIGHTING EQUIPMENT**

The City will execute a general and comprehensive Bill of Sale to all non-titled existing firefighting equipment, purchased by the Township, free of any liens or encumbrances.

All vehicles with motor vehicle titles shall be transferred to the Township, free of any liens or encumbrances.

**Sec 6.0 PROPRIETARY POWERS**

The parties agree that in the event of an issue, incident or interpretation is disputed by the parties in the implementation and performance of this Agreement, the Township reserves its proprietary powers to decide such questions and disputes during time sensitive or emergency situation, in accordance with sound emergency procedures. The Township shall not be liable to the City for its actions in such cases, except for circumstances involving gross negligence.

**Sec 6.1 LITIGATION; COSTS AND ATTORNEY FEES**

In the event the Township or City is required to employ the services of its attorney arising out of a claim for breach of this Agreement, the prevailing party shall be entitled to costs and actual reasonable attorney fees from the other party.

**Sec 7.0 INSURANCE**

The Township shall procure and maintain the insurance required below for the life of this agreement, and shall not commence work under this agreement until such insurance is procured. All coverage shall be with insurance companies licensed and/or admitted to do business in the State of Michigan or through a self-insured pooling organization such as Michigan Municipal Risk Management Authority.

**Sec 7.1 WORKERS' COMPENSATION INSURANCE:** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

**Sec 7.2 COMMERCIAL GENERAL LIABILITY INSURANCE:** on an "Occurrence Basis" with limits of liability not less than \$5,000,000 per occurrence and aggregate.

**Sec 7.3 MOTOR VEHICLE LIABILITY:** including Michigan No-Fault Coverage, with limits of liability not less than \$5,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

**Sec 7.4 ADDITIONAL INSURED:** Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating that the following shall be *Additional Insureds*: The City of Belleville, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Belleville as additional insured, coverage afforded is considered to be primary and any other insurance the City of Belleville may have in effect shall be considered secondary and/or excess. If coverage is placed through a self-insured pooling organization, the term "Covered Contract" will be used in place of the words "Additional Insured".

**Sec 7.5 CANCELLATION NOTICE:** All policies described above, shall include wording stating that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: City Manager, City of Belleville, 6 Main Street, Belleville, Michigan 48111.

**Sec 7.6 EXPIRATION/RENEWAL:** If any of the above coverage expires during the term of this contract, the Township shall deliver renewal certificates to the City at least ten (10) days prior to the expiration date.

**Sec 8.0 ORDINANCE ENFORCEMENT AND FIRE ACCESS**  
**ENFORCEMENT**

The City shall review and make all necessary Amendments and changes to its Ordinances to provide full authority for the Fire Department staff of the Township, and its personnel, to issue citations and implement the Fire Codes of the City.

The City shall make every effort to aid the Township in the deliverance of fire/medical services and, to that end, shall clear all public roads, driveways and passageways identified by the Township as required for passage of vehicles. The City shall take all necessary and appropriate enforcement actions, including prosecution for violations, in the provision of the City Ordinance Provisions regarding the maintenance and designation of fire lanes within the City.

The Township may recommend code provisions and ordinance amendments to the City as necessary to provide for the public safety and to promote the efficient use of the City's property, facilities, programs, and services.

**Sec 9.0 ANNUAL REPORT: DOCUMENT DISCLOSURES**

An annual fire report shall be submitted to the City on March 1 of each year, for the previous calendar year detailing the fire services which have been provided by the Township Fire Department. In the event the Township receives requests for documents under a subpoena or the Freedom of Information Act, the Township is authorized to process such requests in accordance with the then Township policies and procedures, and in accordance with applicable law.

**Sec 10.0 DATE OF COMMENCEMENT OF SERVICES**

The date upon which the Township shall be responsible for providing fire protection services to the City is January 1, 2018.

**Sec. 11.0 TERMINATION OF SERVICES**

Either party may terminate this Agreement by providing written Notice to the other party no less than one hundred eighty (180) days prior to the cessation of fire services.

**Sec 12.0 INDEMNIFICATION AND HOLD HARMLESS**

To the extent permitted by law, the parties hereto bind themselves to reciprocal and mutual promises to hold harmless, indemnify and defend the other party from claims by third persons or entities for losses, damages or injuries arising out of tortious acts or omissions of the acting party its officers, employees, and agents in the performance of this Agreement, including but not limited to judgments, verdicts, awards, settlements, reasonable attorney fees, costs and fees.

**Sec 13.0 MUTUAL AID ASSOCIATION**

Each party to this Agreement shall maintain its membership in the Western Wayne County Fire Department Mutual Aid Association, and shall pay all dues, assessments, and charges associated with such membership, in addition to any other payments called for in this Agreement. The Township may enter into agreements with public or private entities for the purpose of receiving or providing services under this Agreement, including, but not limited to, other mutual aid agreements.

**Sec 14.0 MODIFICATION OF AGREEMENT**

This Agreement may be modified at any time by mutual approval of the Township Board of Trustees and the City Council.

**Sec 15.0 AUTHORITY**

This Agreement is entered into under the provisions of Public Act 35 of 1951 (MCL 124.1 et seq.). By signature hereto, the City represents that it has been granted full authority to execute this Agreement on behalf of the City of Belleville by approval of its City Council at a duly constituted public meeting. The Township represents that this Agreement has been approved by its Board of Trustees at a duly constituted public meeting of the Board.

**Sec 16.0 SEVERABILITY**

In the event any portion of this Agreement shall be declared unenforceable or contrary to existing law, the remaining portions may be given full force and effect, at the election of each party hereto.

**Sec 17.0 ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties. No amendments to this Agreement shall be valid unless it is in writing and signed by both parties by an authorized representative.

**Sec 18.0 DISPUTE RESOLUTION PROCEDURE**

The parties agree to mediate any dispute or disagreement arising from this Agreement. The parties will select a single mediator, who may take testimony and receive evidence he or she deems appropriate. If the parties cannot agree on a single mediator, then each party to the dispute may submit a name to the then-presiding Chief Judge of the Wayne County Circuit Court. The judge will select the mediator. The parties involved in the dispute will share equally the costs of mediation. If the mediation does not result in a resolution that satisfies the parties, they may seek recourse through the Wayne County Circuit Court.

**Sec 19.0 GOVERNING LAW**

This Agreement will be construed under the laws of the State of Michigan.

**Sec 20.0 NO 3<sup>RD</sup> PARTY BENEFICIARIES**

Nothing in this Agreement provides any third-party beneficiary rights to any person or creates a cause of action in favor of any person.

**Sec 21.0 GOVERNMENTAL IMMUNITY**

Neither party waives any claim of governmental immunity as to the terms, conditions or performance of this Agreement.

This Agreement is executed on the date above-stated by its authorized Signators:

CITY OF BELLEVILLE

CHARTER TOWNSHIP OF VAN BUREN

---

By: Kerreen Conley  
Its: Mayor

---

By: Kevin McNamara  
Its: Supervisor

And

---

By: Sherri Scharf  
Its: Clerk

---

By: Leon Wright  
Its: Clerk

## **EXHIBIT A**

The following items will be purchased by the Township from the City:

- Turnout gear
- SCBA
- Miscellaneous hand tools including generators

11/30/2017

BALANCE SHEET FOR VAN BUREN TOWNSHIP  
Period Ending 09/30/2017

GL Number	Description	Balance
Fund 101 - General Fund		
*** Assets ***		
101-000-001-000	Cash-General Fund	5,955,638.69
101-000-003-000	Certificate Of Deposit	3,445,000.00
101-000-004-000	Investment-Class MBIA	0.00
101-000-006-000	Cash - Economic Develop Corp	13,166.87
101-000-018-000	Petty Cash	950.00
101-000-028-000	Property Tax Receivable	0.00
101-000-030-000	PTA Late Filer - Receivable	1,405.00
101-000-040-000	Accounts Receivable	1,003.69
101-000-043-000	Accounts Receivable- Building / Planning	0.00
101-000-067-002	Due From Water & Sewer Fund	0.00
101-000-067-003	Due From Landfill Fund	0.00
101-000-067-004	Due From 911 Fund	0.00
101-000-067-005	Due From Delq. Tax & Trailer	0.00
101-000-067-006	Due From Current Tax Fund	0.00
101-000-067-007	Due From CDBG Fund	13,159.70
101-000-067-008	Due From Capital Improvement	0.00
101-000-067-009	Due From DDA	0.00
101-000-067-010	Due From French Landing Dam	0.00
101-000-067-011	Due From LDFA	0.00
101-000-067-014	Due From Museum Fund	0.00
101-000-067-015	Due From State Drug Forfeit	0.00
101-000-067-016	Due From Fed Drug Forfeit	0.00
101-000-067-019	Due From Payroll	5,000.00
101-000-073-000	Due From State Of Michigan	0.00
101-000-123-000	Pre-Paid Expense	300.00
	Total Assets	9,435,623.95

\*\*\* Liabilities \*\*\*

101-000-202-000	Accounts Payable	0.00
101-000-202-001	Construction Retainage	0.00
101-000-202-002	Accts Payable- Bemis Construct	0.00
101-000-214-002	Due To Water & Sewer Fund	0.00
101-000-214-003	Due To Landfill Fund	0.00
101-000-214-004	Due To Court Fund	0.00
101-000-214-007	Due To CDBG Fund	0.00
101-000-214-009	Due To DDA	0.00
101-000-214-010	Due To 911 Service Fund	0.00
101-000-214-011	Due To LDFA	0.00
101-000-214-014	Due To Museum Fund	0.00
101-000-214-015	Due To State Drug Forfeit	0.00
101-000-214-016	Due To Fed Drug Forfeit	0.00
101-000-222-000	Due To Wayne County	0.00
101-000-257-000	Accrued Wages & FICA Payable	0.00
101-000-260-000	MTT Accrued Liability	0.00
101-000-284-000	Cell Tower Customer Deposits	85,000.00
101-000-285-000	Customer Deposits Payable	54,725.00
101-000-286-000	Reimbursable Planning Fees	39,093.07
101-000-387-000	Unearned Revenue-Property Tax	0.00
101-000-388-000	Unearned Revenue - Cobblestone	38,700.00
101-000-389-000	Unavailable Revenue	2,906.00
101-000-389-001	Reserve For Accts Receivable	17,078.82
101-000-389-002	Reserve-Senior Bequest Fund	7,862.04
101-000-389-003	Restricted Cable PEG Fees	46,649.97
101-000-389-008	Reserve For FLD-Belleville	55,000.00
101-000-389-009	Reserve For French Landing Dam	167,500.10
	Total Liabilities	514,515.00

\*\*\* Fund Balance \*\*\*

101-000-390-000

Fund Balance	5,684,824.59
Total Fund Balance	<u>5,684,824.59</u>
Beginning Fund Balance	5,684,824.59
Net of Revenues VS Expenditures	3,236,284.36
Fund Balance Adjustments	0.00
Ending Fund Balance	<u>8,921,108.95</u>
Total Liabilities And Fund Balance	9,435,623.95

Fund 279 - CDBG Fund

\*\*\* Assets \*\*\*

279-000-001-000	Cash-CDBG Fund	18,640.48
279-000-067-001	Due From General Fund	0.00
279-000-067-002	Due From Water & Sewer Fund	0.00
279-000-079-000	Acct. Receivable Fed. Govt.	(68,684.84)
	Total Assets	<u>(50,044.36)</u>

\*\*\* Liabilities \*\*\*

279-000-202-000	Accounts Payable	0.00
279-000-214-001	Due To General Fund	13,159.70
279-000-214-002	Due To Water & Sewer Fund	0.00
279-000-285-000	Escrow Payments	4,971.63
279-000-389-000	Unavailable Revenue	12,663.37
279-000-389-001	Reserve-Rehab Housing	13,700.40
	Total Liabilities	<u>44,495.10</u>

\*\*\* Fund Balance \*\*\*

279-000-390-000	Fund Balance	(10,977.92)
	Total Fund Balance	<u>(10,977.92)</u>
	Beginning Fund Balance	(10,977.92)
	Net of Revenues VS Expenditures	(83,561.54)
	Fund Balance Adjustments	0.00
	Ending Fund Balance	<u>(94,539.46)</u>
	Total Liabilities And Fund Balance	<u>(50,044.36)</u>

Fund 592 - Water/Sewer Fund

\*\*\* Assets \*\*\*

592-000-001-000	Cash-Water/Sewer Fund	3,544,962.50
592-000-003-000	Certificate Of Deposit	5,272,804.88
592-000-003-001	Cert. Of Deposit - Restricted	17,822,640.40
592-000-004-000	Investment-Class MBIA	3,054,981.72
592-000-005-000	Restricted Asset-Excess 6 Mil	2,410,284.50
592-000-030-000	Delinquent Water Receivable	0.00
592-000-040-000	Accounts Receivable	115,282.45
592-000-040-001	Estimated Uncollectible A/R	0.00
592-000-041-000	Accounts Receivable Water Cust	1,609,794.17
592-000-047-000	Sewer Assessment Receivable	0.00
592-000-051-000	Property Tax Receivable	0.00
592-000-053-000	Unlievied Sewer Assessments	297.73
592-000-067-001	Due From General Fund	0.00
592-000-067-006	Due From CTA	2.00
592-000-067-011	Due From LDFA	0.00
592-000-103-000	Debt Retirement Fund @ Way Cty	433,180.19
592-000-104-000	Funds @ Wayne County	13,064.87
592-000-110-000	Funds @ Wayne Cty Bond Reserve	478,681.16
592-000-123-000	Prepaid Expense	0.00
592-000-131-000	SHVUA Eq Basin	778,217.05
592-000-132-000	Land	57,293.79
592-000-133-000	SHVUA Sludge Storage Tank	316,378.90
592-000-133-001	SHVUA Sludge Tank Thickener	143,696.90
592-000-134-000	SHVUA Trenton Arm Project	509,652.88
592-000-134-001	SHVUA Trenton Arm Pumps	345,792.00
592-000-134-002	SHVUA Biodeck Mixers	0.00
592-000-136-000	Buildings	309,000.00
592-000-137-000	Accum. Depr. Buildings	(131,712.91)
592-000-138-000	Machinery & Equipment	673,124.43
592-000-139-000	Accum. Depr. Machinery & Equip	(558,241.05)
592-000-140-000	Meters	3,691,553.03
592-000-141-000	Accum. Depr. Meters	(2,637,836.02)
592-000-142-000	Water Connections	790,408.88
592-000-143-000	Accum. Depr. Water Connections	(520,357.13)
592-000-144-000	Sewer Connections	323,770.85
592-000-145-000	Accum. Depr. Sewer Connections	(172,582.62)

592-000-146-000	Office Equipment	209,296.35
592-000-147-000	Accum. Depr. Office Equipment	(183,984.42)
592-000-148-000	Vehicles	917,534.73
592-000-149-000	Accum. Depr. Vehicles	(741,916.23)
592-000-152-000	Water Mains	43,044,499.65
592-000-153-000	Accum. Depr. Water Mains	(18,324,575.70)
592-000-154-000	Sewer Mains	51,965,323.33
592-000-155-000	Accum. Depr. Sewer Mains	(22,008,004.14)
592-000-158-001	CIP-Water	29,299.60
592-000-158-002	CIP-Sewer	1,542,365.49
592-000-180-000	Deposits At MMRMA	93,703.00
	Total Assets	95,217,677.21

\*\*\* Liabilities \*\*\*

592-000-202-000	Accounts Payable	7,233.93
592-000-202-001	Retainage Payable	0.00
592-000-214-001	Due To General Fund	0.00
592-000-256-000	Accrued Interest Payable	0.00
592-000-257-000	Accrued Wages & FICA Payable	0.00
592-000-260-000	MTT Accrued Liability	0.00
592-000-264-000	Other Liabilities	0.00
592-000-284-000	Refunds Payable	986.96
592-000-285-000	Customer Deposits Payable	56,931.00
592-000-286-000	Advanced Engineering Fees	898,566.76
592-000-300-007	1998 SHV Expansion Bonds	1,381,079.20
592-000-300-008	2011 SHVUA SRF 5386-01	380,582.00
592-000-300-025	SRF Loan #5117-11	0.00
592-000-300-026	Downriver SRF Bonds	153,076.26
592-000-300-028	SRF Bond #11 5117-20	2,381.30
592-000-300-029	SRF Bond #13 5117	358.64
592-000-300-030	Series 1999 B Downriver	22,205.27
592-000-300-031	Series 1999 A Refunding Bonds	0.00
592-000-300-033	2006 SRF Loan-Eq Basin	6,294,339.00
592-000-300-034	Water Meter Loan - 2007	0.00
592-000-300-035	2005 Dr SRF Loan-Primary Tank	39,355.56
592-000-300-036	2007 Dr Fine Screen Rev Bond	48,979.13
592-000-300-037	2007 Dr Completion Bonds	73,017.65

592-000-300-038	2008 A Revenue Bond	128,379.90
592-000-300-039	2008 B Revenue Bond	147,191.16
592-000-300-040	2008 C Revenue Bond	49,152.18
592-000-300-041	2008 D Revenue Bond	49,108.80
592-000-300-042	2009 DWRF Water Bond	4,370,000.13
592-000-300-043	Dr Treatment Plant Improvement	198,577.94
592-000-300-044	SRF Bond #5419-01	165,138.45
592-000-300-045	SRF Bond #5420-01	112,815.99
592-000-340-000	MMRMA IBNR	63,619.00
592-000-343-000	Accrued Vac/Sick Payable	28,627.09
592-000-343-001	Comp Abs Due Within One Year	0.00
592-000-354-000	Cont.in Aid-Federal Grants	5,957,092.94
592-000-355-000	Cont. In Aid-Customer Connect.	14,288,028.89
592-000-356-000	Cont. In Aid-Meters & Others	2,456,592.46
592-000-357-000	Contributed Capital-Other	510,645.58
592-000-389-001	Unearned Revenue-Property Tax	0.00
	Total Liabilities	37,884,063.17

\*\*\* Fund Balance \*\*\*

592-000-390-000	Fund Balance	41,818,234.76
592-000-393-000	Reserve For Equip Replacement	418,650.00
592-000-393-001	Reserve For Meter Replacement	255,200.00
592-000-394-000	Reserve-Excess 6 Mill Tax Levy	15,155,977.72
592-000-394-001	Reserve-Water Capital Charges	101,320.78
592-000-394-002	Reserve-Sewer Capital Charges	252,717.44
	Total Fund Balance	58,002,100.70
	Beginning Fund Balance	58,002,100.70
	Net of Revenues VS Expenditures	(668,486.66)
	Fund Balance Adjustments	0.00
	Ending Fund Balance	57,333,614.04
	Total Liabilities And Fund Balance	95,217,677.21

11/30/2017

REVENUE AND EXPENDITURE REPORT FOR VAN BUREN TOWNSHIP  
 PERIOD ENDING 09/30/2017

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2017 AMENDED BUDGET	ACTIVITY FOR MONTH 09/30/2017	YTD BALANCE 09/30/2017	AVAILABLE BALANCE	% BDGT USED
Fund 101 - General Fund						
Revenues						
Dept 000						
101-000-403-000	Current Property Tax	799,370.00	553.45	801,530.00	(2,160.00)	100.27
101-000-417-000	Delinquent Per. Property Tax	4,000.00	38.26	2,466.99	1,533.01	61.67
101-000-428-000	Public Safety Revenue	3,498,800.00	870.48	3,513,617.58	(14,817.58)	100.42
101-000-445-000	Interest & Penalties	6,000.00	892.91	4,906.14	1,093.86	81.77
101-000-455-000	Trailer Fees	6,000.00	1,852.00	6,766.00	(766.00)	112.77
101-000-477-000	Building Permits	400,000.00	35,005.53	477,360.06	(77,360.06)	119.34
101-000-478-000	Electrical Permits	62,000.00	6,960.00	62,416.00	(416.00)	100.67
101-000-479-000	Heating Permits	52,000.00	8,855.00	54,138.46	(2,138.46)	104.11
101-000-480-000	Plumbing Permits	31,000.00	4,496.00	34,839.38	(3,839.38)	112.39
101-000-481-001	Water/Sewer Line Inspections	500.00	135.00	135.00	365.00	27.00
101-000-481-002	Permit Deposits	9,000.00	0.00	0.00	9,000.00	0.00
101-000-482-000	Tree Removal Permits	2,000.00	0.00	81,550.00	(79,550.00)	4,077.50
101-000-483-000	Other Non-Bus. Lic. & Permits	8,000.00	1,320.00	6,710.00	1,290.00	83.88
101-000-484-000	Charges For Services & Fees	15,000.00	0.00	146,064.31	(131,064.31)	973.76
101-000-485-001	Planning/Engineering - Revenue	45,000.00	400.00	27,100.00	17,900.00	60.22
101-000-486-000	Sales Other, Zoning Books/maps	500.00	0.00	225.00	275.00	45.00
101-000-574-001	Srs-Sales Tax Constitutional	2,150,000.00	0.00	1,160,786.00	989,214.00	53.99
101-000-575-000	State Shared Rev.-Liquor Lic.	13,500.00	13,987.60	14,331.35	(831.35)	106.16
101-000-576-000	State Of Mi - Metro Authority	13,500.00	0.00	13,485.83	14.17	99.90
101-000-577-000	State Of MI - EVIP	123,200.00	0.00	61,641.00	61,559.00	50.03
101-000-578-000	State of MI - Essential Services Reimb.	0.00	0.00	0.00	0.00	0.00
101-000-601-000	Dog Licenses	4,400.00	242.50	3,794.00	606.00	86.23
101-000-608-000	Property Tax Admin Fee	400,000.00	254,604.69	426,997.83	(26,997.83)	106.75
101-000-625-000	Cable Franchise Fees	0.00	0.00	0.00	0.00	0.00
101-000-627-000	FOIA & Copying Svs	2,200.00	0.00	1,125.00	1,075.00	51.14
101-000-628-000	Fire Department	2,500.00	0.00	0.00	2,500.00	0.00
101-000-628-001	Fire Dept. - Plan Review	7,200.00	0.00	4,000.00	3,200.00	55.56

101-000-629-000	Police Department	35,000.00	2,628.16	18,756.59	16,243.41	53.59
101-000-629-001	Police Department - Admin Fees	1,500.00	40.00	1,030.00	470.00	68.67
101-000-629-002	Police Dept. - Sex Offend Reg.	1,000.00	50.00	2,400.00	(1,400.00)	240.00
101-000-629-003	Police-Belleville Dispatch	166,929.00	0.00	128,325.75	38,603.25	76.87
101-000-629-004	Police - Gun Range	5,000.00	0.00	3,200.00	1,800.00	64.00
101-000-631-000	Weeds	40,000.00	4,055.00	20,652.45	19,347.55	51.63
101-000-643-000	Cemetery Lot Use	18,000.00	2,300.00	17,275.00	725.00	95.97
101-000-651-000	Park Use & Admissions	40,000.00	1,730.00	40,792.00	(792.00)	101.98
101-000-651-001	Park Donations	0.00	0.00	0.00	0.00	0.00
101-000-652-000	EQ Tipping Fees	500,000.00	0.00	335,413.70	164,586.30	67.08
101-000-653-000	WM Cultural Donation	15,000.00	0.00	15,000.00	0.00	100.00
101-000-654-000	Lake Maintenance-STS	40,000.00	0.00	18,431.58	21,568.42	46.08
101-000-655-000	Fines & Costs	500,000.00	46,996.58	407,329.03	92,670.97	81.47
101-000-660-000	Cable TV Franchise Fees	340,000.00	0.00	180,685.78	159,314.22	53.14
101-000-661-000	Cable TV "PEG" Fees	30,000.00	0.00	7,855.42	22,144.58	26.18
101-000-662-000	Telecommunication	160,000.00	0.00	62,932.69	97,067.31	39.33
101-000-664-000	Interest Earned On Deposits	40,000.00	8,199.72	59,589.76	(19,589.76)	148.97
101-000-672-000	Special Assessments	200,000.00	29.77	230,528.64	(30,528.64)	115.26
101-000-673-000	Sale Of Fixed Assets	0.00	0.00	8,645.00	(8,645.00)	100.00
101-000-676-000	Administrative Fees, Water	621,225.00	51,768.75	465,918.75	155,306.25	75.00
101-000-686-000	Lot Splits/Address Changes	3,000.00	50.00	8,200.00	(5,200.00)	273.33
101-000-686-001	Wayne Co Tax Mapping Fee	1,500.00	100.00	3,200.00	(1,700.00)	213.33
101-000-686-002	PTA-Late Filing Fees	4,000.00	1,105.00	3,865.28	134.72	96.63
101-000-686-003	Tax Abatement App. Fees	2,000.00	0.00	0.00	2,000.00	0.00
101-000-687-000	Miscellaneous	50,000.00	120.00	9,148.03	40,851.97	18.30
101-000-688-000	Transfer From Landfill Fund	4,096,902.00	0.00	4,096,902.00	0.00	100.00
101-000-689-000	Transfer From 911 Fund	160,000.00	0.00	160,000.00	0.00	100.00
101-000-691-000	Recreation	56,000.00	8,457.00	44,169.37	11,830.63	78.87
101-000-691-001	Recreation Donations	0.00	0.00	0.00	0.00	0.00
101-000-691-002	Recreation Summer Camp	44,000.00	0.00	42,539.50	1,460.50	96.68
101-000-692-000	Senior Citizens Dept.	53,000.00	4,455.00	43,845.70	9,154.30	82.73
101-000-693-000	Senior Gift Shop	1,200.00	0.00	1,098.40	101.60	91.53
101-000-694-000	Senior Donations	4,000.00	0.00	4,462.80	(462.80)	111.57
101-000-699-000	Operating Transfers In	0.00	0.00	0.00	0.00	0.00
Total Dept 000		14,884,926.00	462,298.40	13,348,179.15	1,536,746.85	89.68
TOTAL REVENUES		14,884,926.00	462,298.40	13,348,179.15	1,536,746.85	89.68

## Expenditures

Dept 000						
101-000-999-000	Operating Transfer Out	0.00	0.00	0.00	0.00	0.00
Total Dept 000		0.00	0.00	0.00	0.00	0.00
Dept 101-Township Board						
101-101-702-000	Township Board Salaries	63,248.00	5,270.68	41,415.44	21,832.56	65.48
101-101-706-000	REAL Wages	0.00	0.00	(8,008.51)	8,008.51	100.00
101-101-706-001	REAL Wage Reimb	0.00	0.00	0.00	0.00	0.00
101-101-719-000	Allocated Fringes	49,435.00	3,573.37	38,030.87	11,404.13	76.93
101-101-810-000	Memberships & Dues	13,000.00	175.00	6,512.16	6,487.84	50.09
101-101-860-000	Transportation	2,000.00	113.42	216.14	1,783.86	10.81
101-101-956-000	Other	55,000.00	1,845.47	26,227.49	28,772.51	47.69
101-101-956-001	REAL Expenses	0.00	0.00	3,471.84	(3,471.84)	100.00
101-101-956-002	REAL Exp reimbursement	0.00	0.00	(4,078.96)	4,078.96	100.00
101-101-957-000	Museum Contribution	39,000.00	0.00	39,000.00	0.00	100.00
101-101-958-000	Transfer, Retiree Health Care	100,000.00	0.00	100,000.00	0.00	100.00
101-101-959-000	Transfer to Long Term Debt	0.00	0.00	0.00	0.00	0.00
Total Dept 101-Township Board		321,683.00	10,977.94	242,786.47	78,896.53	75.47
Dept 171-Supervisor Department						
101-171-702-000	Salary Of The Supervisor	86,000.00	6,615.38	61,145.89	24,854.11	71.10
101-171-703-000	Executive Assistant	50,000.00	3,846.16	35,594.27	14,405.73	71.19
101-171-703-001	DDA Reimbursement	0.00	0.00	0.00	0.00	0.00
101-171-705-000	HR Director	66,000.00	5,076.92	46,793.50	19,206.50	70.90
101-171-706-000	Employee Wages	14,000.00	1,101.03	11,380.72	2,619.28	81.29
101-171-719-000	Allocated Fringes	128,450.00	5,751.81	57,231.45	71,218.55	44.56
101-171-810-000	Memberships & Dues	700.00	0.00	59.00	641.00	8.43
101-171-860-000	Transportation	1,800.00	194.04	792.41	1,007.59	44.02
101-171-861-000	Training	2,500.00	0.00	1,180.00	1,320.00	47.20
101-171-956-000	Other	2,000.00	952.65	3,817.67	(1,817.67)	190.88
101-171-970-000	Capital Outlay	5,400.00	0.00	178.24	5,221.76	3.30
Total Dept 171-Supervisor Department		356,850.00	23,537.99	218,173.15	138,676.85	61.14
Dept 191-Election Department						
101-191-705-000	Election Office Wages	80,000.00	2,579.20	17,017.88	62,982.12	21.27
101-191-719-000	Allocated Fringes	19,000.00	2,036.68	10,373.38	8,626.62	54.60
101-191-727-000	Office Supplies	24,500.00	88.19	6,002.02	18,497.98	24.50
101-191-727-004	Election Reimbursement	0.00	0.00	0.00	0.00	0.00
101-191-861-000	Training	1,500.00	0.00	0.00	1,500.00	0.00
101-191-900-000	Printing & Publishing	3,500.00	0.00	1,529.80	1,970.20	43.71
101-191-933-000	Equipment Maintenance	1,500.00	0.00	0.00	1,500.00	0.00
101-191-956-000	Other	500.00	0.00	84.90	415.10	16.98
101-191-970-000	Capital Outlay	30,000.00	0.00	5,464.90	24,535.10	18.22
101-191-970-001	Capital Outlay-Reimbursement	0.00	0.00	0.00	0.00	0.00
101-191-970-002	Civic Fund Reimbursement	0.00	0.00	(6,301.50)	6,301.50	100.00
Total Dept 191-Election Department		160,500.00	4,704.07	34,171.38	126,328.62	21.29

Dept 202-Independent Accounting/audit						
101-202-801-000	Independent Accounting/Audit	55,000.00	10,000.00	85,280.00	(30,280.00)	155.05
Total Dept 202-Independent Accounting/audit		55,000.00	10,000.00	85,280.00	(30,280.00)	155.05
Dept 210-Attorney Fees						
101-210-801-000	Attorney Fees	240,000.00	2,363.55	108,422.46	131,577.54	45.18
Total Dept 210-Attorney Fees		240,000.00	2,363.55	108,422.46	131,577.54	45.18
Dept 215-Clerk Department						
101-215-702-000	Salary Of The Clerk	82,606.00	6,354.30	58,736.79	23,869.21	71.10
101-215-703-000	Salary Of The Deputy Clerk	73,129.00	5,625.30	51,971.60	21,157.40	71.07
101-215-704-000	Admin Asst/Benefits Coord Wage	0.00	0.00	0.00	0.00	0.00
101-215-705-000	Employees Wages	119,800.00	9,126.48	87,423.20	32,376.80	72.97
101-215-705-001	DDA Wage/Fringe Reimb	(9,559.00)	0.00	(9,560.00)	1.00	100.01
101-215-719-000	Allocated Fringes	139,000.00	9,494.22	89,460.54	49,539.46	64.36
101-215-810-000	Memberships & Dues	1,500.00	50.00	945.00	555.00	63.00
101-215-831-000	Community Outreach	0.00	0.00	0.00	0.00	0.00
101-215-831-001	Community Outreach - Donations	0.00	0.00	(1,179.90)	1,179.90	100.00
101-215-860-000	Transportation	3,500.00	310.84	2,484.15	1,015.85	70.98
101-215-861-000	Training	7,500.00	111.00	5,029.67	2,470.33	67.06
101-215-861-001	Training Reimbursement/Scholarship	0.00	0.00	(850.00)	850.00	100.00
101-215-956-000	Other	1,750.00	849.65	2,084.70	(334.70)	119.13
101-215-970-000	Capital Outlay	2,400.00	0.00	1,419.92	980.08	59.16
Total Dept 215-Clerk Department		421,626.00	31,921.79	287,965.67	133,660.33	68.30
Dept 228-IT Department						
101-228-702-000	It Director	71,604.00	5,508.08	50,927.10	20,676.90	71.12
101-228-702-001	DDA Reimbursement	(2,840.00)	0.00	(2,840.00)	0.00	100.00
101-228-703-000	Public Safety IT Coordinator	59,857.00	4,626.84	42,779.24	17,077.76	71.47
101-228-704-000	GIS Technician Salary	54,100.00	4,181.76	38,664.10	15,435.90	71.47
101-228-719-000	Allocated Fringes	84,000.00	6,023.23	60,078.50	23,921.50	71.52
101-228-810-000	Memberships & Dues	100.00	0.00	100.00	0.00	100.00
101-228-816-000	GIS Technology	11,500.00	0.00	7,950.00	3,550.00	69.13
101-228-817-000	Technology	43,000.00	6,066.17	25,835.23	17,164.77	60.08
101-228-860-000	Transportation	150.00	0.00	0.00	150.00	0.00
101-228-861-000	Training	1,500.00	0.00	207.28	1,292.72	13.82
101-228-939-000	Computer Maintenance	51,000.00	255.00	19,984.98	31,015.02	39.19
101-228-939-001	DDA Reimb-Computer Maintenance	(2,500.00)	0.00	(2,500.00)	0.00	100.00
101-228-956-000	Other	2,000.00	116.09	2,100.99	(100.99)	105.05
101-228-970-000	Capital Outlay	15,000.00	0.00	14,851.32	148.68	99.01
101-228-970-001	MMRMA Reimbursement	0.00	0.00	0.00	0.00	0.00
Total Dept 228-IT Department		388,471.00	26,777.17	258,138.74	130,332.26	66.45

Dept 247-Assessing Department						
101-247-703-000	Assessing Wages	66,773.00	5,136.38	47,490.42	19,282.58	71.12
101-247-705-000	Employee Wages	51,584.00	3,920.00	33,159.99	18,424.01	64.28
101-247-706-000	Board Of Review	3,000.00	0.00	1,680.00	1,320.00	56.00
101-247-719-000	Allocated Fringes	66,495.00	6,281.63	62,110.61	4,384.39	93.41
101-247-727-000	Office Supplies	900.00	0.00	327.38	572.62	36.38
101-247-810-000	Memberships & Dues	800.00	0.00	545.00	255.00	68.13
101-247-818-000	Wayne County Fees	0.00	0.00	0.00	0.00	0.00
101-247-818-001	GIS Processing Fees	2,000.00	0.00	0.00	2,000.00	0.00
101-247-818-002	DDA Parcel Maintenance Reimb	(17,176.00)	0.00	(17,176.00)	0.00	100.00
101-247-819-000	Contracted Services	46,000.00	3,333.00	29,044.40	16,955.60	63.14
101-247-860-000	Transportation	1,000.00	0.00	180.30	819.70	18.03
101-247-861-000	Training	2,600.00	1,080.00	1,611.52	988.48	61.98
101-247-956-000	Other	200.00	0.00	0.00	200.00	0.00
101-247-970-000	Capital Outlay	2,500.00	0.00	2,839.84	(339.84)	113.59
Total Dept 247-Assessing Department		226,676.00	19,751.01	161,813.46	64,862.54	71.39

Dept 248-General Office						
101-248-727-000	Office Supplies	22,000.00	2,192.58	10,489.37	11,510.63	47.68
101-248-728-000	Postage	35,500.00	0.00	15,770.96	19,729.04	44.43
101-248-819-000	Contracted Services	15,000.00	0.00	1,300.00	13,700.00	8.67
101-248-900-000	Printing & Publishing	6,500.00	190.00	7,618.66	(1,118.66)	117.21
101-248-933-000	Equipment Maintenance	3,000.00	743.61	3,755.11	(755.11)	125.17
101-248-940-000	Equipment Rental	6,000.00	0.00	3,262.90	2,737.10	54.38
101-248-956-000	Other	3,500.00	0.00	230.00	3,270.00	6.57
101-248-970-000	Capital Outlay	0.00	0.00	0.00	0.00	0.00
101-248-999-000	Handling Fees	14,500.00	652.47	4,998.16	9,501.84	34.47
Total Dept 248-General Office		106,000.00	3,778.66	47,425.16	58,574.84	44.74

Dept 253-Treasurer Department						
101-253-702-000	Salary Of The Treasurer	82,606.00	6,354.30	58,751.17	23,854.83	71.12
101-253-703-000	Salary Deputy Treasurer	78,129.00	6,009.92	55,567.08	22,561.92	71.12
101-253-703-001	DDA Reimbursement	(8,690.00)	0.00	(8,690.00)	0.00	100.00
101-253-703-002	SHVUA Reimbursement	(20,000.00)	0.00	(20,000.00)	0.00	100.00
101-253-703-003	LDFA Reimbursement	(4,000.00)	0.00	(4,000.00)	0.00	100.00
101-253-703-004	Water/Sewer Reimbursement	(5,000.00)	0.00	(5,000.00)	0.00	100.00
101-253-705-000	Employees Wages	80,000.00	6,181.67	56,602.67	23,397.33	70.75
101-253-719-000	Allocated Fringes	128,000.00	8,640.70	88,891.06	39,108.94	69.45
101-253-810-000	Memberships & Dues	1,300.00	100.00	924.00	376.00	71.08
101-253-817-000	Tax Roll Preparation	5,000.00	0.00	2,558.24	2,441.76	51.16
101-253-860-000	Transportation	500.00	0.00	461.29	38.71	92.26
101-253-861-000	Training	2,000.00	901.86	1,026.41	973.59	51.32
101-253-956-000	Other	2,000.00	24.42	2,844.51	(844.51)	142.23
101-253-970-000	Capital Outlay	3,500.00	0.00	0.00	3,500.00	0.00
Total Dept 253-Treasurer Department		345,345.00	28,212.87	229,936.43	115,408.57	66.58

Dept 265-Building & Grounds

101-265-703-000	B&G Maintenance Super.	59,424.00	4,571.08	42,263.65	17,160.35	71.12
101-265-706-000	Maintenance Wages	321,000.00	22,895.36	211,704.44	109,295.56	65.95
101-265-706-001	DDA Rebate	(34,979.00)	0.00	(34,979.00)	0.00	100.00
101-265-707-000	Overtime Wages	48,150.00	847.96	21,216.66	26,933.34	44.06
101-265-719-000	Allocated Fringes	203,033.00	14,915.57	147,443.21	55,589.79	72.62
101-265-740-000	Operating Supplies	55,000.00	6,385.71	26,201.75	28,798.25	47.64
101-265-819-000	Contracted Services	85,000.00	15,449.29	69,086.93	15,913.07	81.28
101-265-850-000	Telephone	50,000.00	(3,584.14)	54,121.19	(4,121.19)	108.24
101-265-860-000	Fleet Maintenance	7,500.00	538.17	8,853.58	(1,353.58)	118.05
101-265-861-000	Training	2,000.00	0.00	699.00	1,301.00	34.95
101-265-920-000	Utilities	90,000.00	965.82	49,313.36	40,686.64	54.79
101-265-931-000	Building Maintenance	60,000.00	30,545.88	71,163.61	(11,163.61)	118.61
101-265-932-000	Maintenance-Belleville Museum	0.00	141.00	291.29	(291.29)	100.00
101-265-933-000	Equipment Maintenance	25,000.00	5,738.11	31,146.27	(6,146.27)	124.59
101-265-956-000	Other	0.00	0.00	460.38	(460.38)	100.00
101-265-970-000	Capital Outlay	313,000.00	0.00	53,929.86	259,070.14	17.23
101-265-970-001	DDA Reimbursement	0.00	0.00	0.00	0.00	0.00
101-265-970-002	Water/Sewer Reimbursement	(9,000.00)	0.00	0.00	(9,000.00)	0.00
101-265-970-003	MMRMA Reimbursement	0.00	0.00	0.00	0.00	0.00
101-265-970-004	Civic Fund Reimbursement	0.00	0.00	0.00	0.00	0.00
Total Dept 265-Building & Grounds		1,275,128.00	99,409.81	752,916.18	522,211.82	59.05

Dept 276-Cemetery

101-276-706-000	Cemetery Wages	12,000.00	1,288.13	13,504.74	(1,504.74)	112.54
101-276-719-000	Allocated Fringes	1,980.00	95.15	709.92	1,270.08	35.85
101-276-932-000	Cemetery Maintenance	15,000.00	2,611.72	7,901.72	7,098.28	52.68
101-276-940-000	Equipment Rentals	1,000.00	0.00	0.00	1,000.00	0.00
101-276-970-000	Capital Outlay	0.00	0.00	0.00	0.00	0.00
101-276-970-001	Capital Outlay Reimbursement	0.00	0.00	0.00	0.00	0.00
101-276-970-004	Civic Fund Reimbursement	0.00	0.00	0.00	0.00	0.00
Total Dept 276-Cemetery		29,980.00	3,995.00	22,116.38	7,863.62	73.77

Dept 301-Police Department

101-301-702-000	Salary Public Safety Dir.	102,930.00	7,917.70	73,206.20	29,723.80	71.12
101-301-703-000	Salary Public Safety Dep. Dir.	78,409.00	6,031.46	55,766.21	22,642.79	71.12
101-301-705-000	Office Wages	73,500.00	5,398.82	51,774.66	21,725.34	70.44
101-301-706-000	Police Wages-Full Time	3,021,760.00	208,190.54	2,040,927.45	980,832.55	67.54
101-301-707-000	Police Wages-Overtime	252,000.00	50,629.21	265,776.94	(13,776.94)	105.47
101-301-719-000	Allocated Fringes	1,568,376.00	131,943.33	1,233,954.02	334,421.98	78.68
101-301-727-000	Office Supplies	7,500.00	476.95	4,993.95	2,506.05	66.59
101-301-740-000	Film/Photo/Batteries	7,000.00	0.00	0.00	7,000.00	0.00
101-301-741-000	Uniforms & Equipment	40,000.00	1,559.04	19,641.59	20,358.41	49.10
101-301-743-000	Supplies-Other	9,000.00	0.00	1,384.68	7,615.32	15.39
101-301-744-000	Gun Range	10,000.00	500.00	5,451.79	4,548.21	54.52
101-301-744-001	Gun Range Ammo	10,000.00	0.00	9,935.87	64.13	99.36
101-301-745-000	Special Operations Team	8,250.00	0.00	7,000.00	1,250.00	84.85
101-301-750-000	Crime Prevention	4,000.00	0.00	1,195.00	2,805.00	29.88
101-301-810-000	Memberships & Dues	3,000.00	100.00	1,920.00	1,080.00	64.00
101-301-819-000	Contracted Services	127,400.00	4,343.95	63,584.22	63,815.78	49.91
101-301-850-000	Pagers & Cellular Phones	15,000.00	2,098.69	11,818.77	3,181.23	78.79
101-301-860-000	Vehicle Maintenance	72,500.00	5,594.61	43,626.39	28,873.61	60.17
101-301-860-001	Fuel	115,000.00	11,971.73	58,267.81	56,732.19	50.67
101-301-860-002	Tires	7,200.00	0.00	2,991.62	4,208.38	41.55
101-301-860-004	Car Washes	7,100.00	0.00	2,264.00	4,836.00	31.89
101-301-861-000	Training Expense	30,000.00	198.87	18,340.39	11,659.61	61.13
101-301-861-001	M-Coles Training	7,500.00	0.00	2,980.00	4,520.00	39.73
101-301-861-002	M-Coles Training Reimbursement	(8,000.00)	0.00	(13,025.45)	5,025.45	162.82
101-301-862-000	Detention Supplies	12,500.00	610.25	4,720.65	7,779.35	37.77
101-301-865-000	Marine Division	10,000.00	870.00	5,521.42	4,478.58	55.21
101-301-933-000	Equipment Maintenance	5,500.00	297.86	7,138.03	(1,638.03)	129.78
101-301-956-000	Other	8,000.00	436.26	5,605.76	2,394.24	70.07
101-301-957-000	Consortium Purchases	0.00	0.00	0.00	0.00	0.00
101-301-958-000	Technology Purchases	30,000.00	1,660.00	7,706.10	22,293.90	25.69
101-301-970-000	Capital Outlay	93,000.00	0.00	112,789.42	(19,789.42)	121.28
101-301-970-001	DDA Reimbursement	0.00	0.00	0.00	0.00	0.00
101-301-970-002	Civic Fund & Other Reimbursements	0.00	0.00	(34,798.00)	34,798.00	100.00
101-301-970-003	CDBG Reimbursement	0.00	0.00	0.00	0.00	0.00
Total Dept 301-Police Department		5,728,425.00	440,829.27	4,072,459.49	1,655,965.51	71.09

Dept 325-Dispatch

101-325-705-000	Dispatch Wages	505,500.00	35,095.08	360,609.26	144,890.74	71.34
101-325-707-000	Overtime Wages	35,250.00	1,124.28	11,196.36	24,053.64	31.76
101-325-719-000	Allocated Fringes	244,700.00	16,030.85	171,876.59	72,823.41	70.24
101-325-740-000	Supplies	2,500.00	0.00	1,176.37	1,323.63	47.05
101-325-741-000	Uniforms & Equipment	2,500.00	103.98	207.96	2,292.04	8.32
101-325-819-000	Contracted Services	15,000.00	3,280.80	3,280.80	11,719.20	21.87
101-325-861-000	Training Expense	9,100.00	2,097.00	3,506.95	5,593.05	38.54
101-325-861-002	PSAP Training Reimbursement	0.00	0.00	4,864.00	(4,864.00)	100.00
101-325-933-000	Equipment Maintenance	2,000.00	0.00	0.00	2,000.00	0.00
101-325-956-000	Other	750.00	0.00	215.78	534.22	28.77
101-325-969-000	Dispatch Equipment E-911	0.00	0.00	0.00	0.00	0.00
101-325-970-000	Capital Outlay	30,000.00	0.00	0.00	30,000.00	0.00
Total Dept 325-Dispatch		847,300.00	57,731.99	556,934.07	290,365.93	65.73

Dept 329-Ordinance Enforcement						
101-329-706-000	Ordinance/Animal Control Wages	140,400.00	6,899.20	63,796.28	76,603.72	45.44
101-329-707-000	Ord/Anim Cont OT	8,000.00	1,156.16	7,215.64	784.36	90.20
101-329-719-000	Allocated Fringes	91,000.00	5,356.20	54,241.37	36,758.63	59.61
101-329-740-000	Supplies	5,000.00	100.62	1,279.40	3,720.60	25.59
101-329-741-000	Uniforms & Equipment	3,000.00	0.00	822.99	2,177.01	27.43
101-329-810-000	Membership & Dues	1,000.00	0.00	0.00	1,000.00	0.00
101-329-819-000	Contracted Services	33,500.00	1,965.00	13,146.00	20,354.00	39.24
101-329-860-000	Transportation	6,000.00	0.00	280.22	5,719.78	4.67
101-329-861-000	Training	2,500.00	0.00	453.00	2,047.00	18.12
101-329-970-000	Capital Outlay	43,200.00	27,397.50	27,397.50	15,802.50	63.42
Total Dept 329-Ordinance Enforcement		333,600.00	42,874.68	168,632.40	164,967.60	50.55

Dept 336-Fire Department						
101-336-702-000	Fire Chief Wages	83,636.00	6,031.46	53,030.27	30,605.73	63.41
101-336-703-000	Fire Marshal Wages	51,200.00	5,088.40	38,046.52	13,153.48	74.31
101-336-705-000	Fire Inspector Wages	26,500.00	2,099.14	17,886.99	8,613.01	67.50
101-336-706-000	Firefighter Wages-On Call	950,000.00	79,896.16	667,442.22	282,557.78	70.26
101-336-719-000	Allocated Fringes	155,000.00	10,519.05	95,018.84	59,981.16	61.30
101-336-740-000	Operating Supplies	11,500.00	24.18	5,744.22	5,755.78	49.95
101-336-741-000	Uniforms & Equipment	55,000.00	8,042.14	51,505.20	3,494.80	93.65
101-336-750-000	Fire Prevention	8,000.00	(895.50)	(603.24)	8,603.24	(7.54)
101-336-810-000	Memberships & Dues	8,000.00	5,230.31	6,570.31	1,429.69	82.13
101-336-819-000	Contracted Services	27,000.00	0.00	11,112.08	15,887.92	41.16
101-336-850-000	Telephone	10,000.00	374.55	5,000.06	4,999.94	50.00
101-336-860-000	Transportation	90,000.00	6,207.61	57,223.85	32,776.15	63.58
101-336-860-001	Fuel	35,000.00	1,369.33	10,093.80	24,906.20	28.84
101-336-860-004	Car Washes	450.00	0.00	135.00	315.00	30.00
101-336-861-000	Training Expense	40,000.00	878.93	17,171.79	22,828.21	42.93
101-336-920-000	Utilities	52,000.00	2,548.26	36,767.95	15,232.05	70.71
101-336-931-000	Building Maintenance	10,000.00	0.00	1,755.49	8,244.51	17.55
101-336-933-000	Equipment Maintenance	19,000.00	870.68	6,501.47	12,498.53	34.22
101-336-956-000	Other	12,000.00	2,475.00	5,152.13	6,847.87	42.93
101-336-970-000	Capital Outlay	115,100.00	0.00	5,612.00	109,488.00	4.88
101-336-970-002	FEMA Grant-Communities	0.00	0.00	(6,818.00)	6,818.00	100.00
101-336-970-004	Capital Outlay- MMRMA Rebate	0.00	0.00	(365,000.00)	365,000.00	100.00
101-336-971-000	Equipment Replacement Savings	0.00	0.00	0.00	0.00	0.00
Total Dept 336-Fire Department		1,759,386.00	130,759.70	719,348.95	1,040,037.05	40.89

Dept 370-Building/Planning Dept.

101-370-701-000	Salary - Director of Public Services	0.00	0.00	0.00	0.00	0.00
101-370-702-000	Salary-Dir Plan & Econ Dev	74,000.00	5,692.30	50,930.27	23,069.73	68.82
101-370-702-003	LDFA Reimbursement	(4,000.00)	0.00	(4,000.00)	0.00	100.00
101-370-703-000	Salary-Dep Dir Plan & Econ Dev	66,000.00	5,076.92	46,929.67	19,070.33	71.11
101-370-703-005	CDBG Reimbursement	(3,889.00)	0.00	0.00	(3,889.00)	0.00
101-370-705-000	Office Wages	120,000.00	3,524.80	60,629.70	59,370.30	50.52
101-370-706-000	Inspector Wages	129,000.00	9,824.63	72,853.24	56,146.76	56.48
101-370-708-000	Part-Time Wages	13,000.00	0.00	0.00	13,000.00	0.00
101-370-719-000	Allocated Fringes	228,000.00	17,044.19	139,128.99	88,871.01	61.02
101-370-740-000	Operating Supplies	7,500.00	496.57	4,334.19	3,165.81	57.79
101-370-810-000	Memberships & Dues	24,000.00	395.00	2,013.00	21,987.00	8.39
101-370-818-000	Commissions	6,500.00	381.40	3,804.06	2,695.94	58.52
101-370-819-000	Contracted Services	115,000.00	24,618.33	115,975.25	(975.25)	100.85
101-370-820-000	Engineers	5,000.00	370.00	(7,289.50)	12,289.50	(145.79)
101-370-820-001	Engineers - FEMA Map Amend	0.00	0.00	0.00	0.00	0.00
101-370-821-000	Consultants	45,000.00	1,569.13	11,653.86	33,346.14	25.90
101-370-822-000	Master Plan	40,000.00	0.00	0.00	40,000.00	0.00
101-370-823-000	Zoning Ordinances-Codify	0.00	0.00	2,019.28	(2,019.28)	100.00
101-370-824-000	NPDES Permit	1,000.00	0.00	552.50	447.50	55.25
101-370-860-000	Transportation	7,200.00	502.53	2,151.48	5,048.52	29.88
101-370-861-000	Training	5,000.00	2,338.08	5,060.84	(60.84)	101.22
101-370-900-000	Printing & Publishing	3,000.00	236.75	3,017.30	(17.30)	100.58
101-370-956-000	Other	7,000.00	(387.41)	1,749.48	5,250.52	24.99
101-370-970-000	Capital Outlay	27,300.00	0.00	1,961.00	25,339.00	7.18
Total Dept 370-Building/Planning Dept.		915,611.00	71,683.22	513,474.61	402,136.39	56.08

Dept 445-Public Works Drains

101-445-928-000	Drain Assessments	0.00	0.00	28,457.30	(28,457.30)	100.00
Total Dept 445-Public Works Drains		0.00	0.00	28,457.30	(28,457.30)	100.00

Dept 446-Public Services

101-446-830-000	Dust Prevention Services	22,000.00	0.00	21,250.00	750.00	96.59
Total Dept 446-Public Services		22,000.00	0.00	21,250.00	750.00	96.59

Dept 450-Public Services

101-450-926-000	Street Lighting	220,000.00	18,200.64	148,867.78	71,132.22	67.67
Total Dept 450-Public Services		220,000.00	18,200.64	148,867.78	71,132.22	67.67

Dept 691-Recreation Dept						
101-691-702-000	Director Parks & Recreation	63,606.00	4,892.76	45,237.92	18,368.08	71.12
101-691-703-000	Deputy Dir Parks & Recreation	48,900.00	3,761.54	34,768.10	14,131.90	71.10
101-691-705-000	Recreation Wages	125,500.00	7,906.42	76,679.59	48,820.41	61.10
101-691-719-000	Allocated Fringes	121,000.00	4,842.30	87,747.90	33,252.10	72.52
101-691-740-000	Operating Supplies	3,000.00	152.00	3,061.09	(61.09)	102.04
101-691-742-000	Program Expense	37,500.00	1,849.18	24,925.52	12,574.48	66.47
101-691-742-001	Program Exp-Summer Camp	40,000.00	1,646.88	18,495.29	21,504.71	46.24
101-691-810-000	Memberships & Dues	800.00	0.00	617.00	183.00	77.13
101-691-818-000	Recreation Commission	600.00	0.00	231.33	368.67	38.56
101-691-860-000	Transportation	700.00	0.00	0.00	700.00	0.00
101-691-861-000	Training	500.00	90.00	226.00	274.00	45.20
101-691-900-000	Printing & Publishing	4,500.00	0.00	7,271.50	(2,771.50)	161.59
101-691-920-000	Utilities	2,500.00	182.07	1,148.17	1,351.83	45.93
101-691-933-000	Equipment Maintenance	2,000.00	241.09	1,680.60	319.40	84.03
101-691-956-000	Other	1,400.00	0.00	169.00	1,231.00	12.07
101-691-970-000	Capital Outlay	0.00	0.00	0.00	0.00	0.00
Total Dept 691-Recreation Dept		452,506.00	25,564.24	302,259.01	150,246.99	66.80
Dept 692-Seniors Dept						
101-692-702-000	Senior Director Wages	51,948.00	3,996.00	36,946.58	15,001.42	71.12
101-692-702-005	CDBG Reimbursement	(11,467.00)	0.00	(11,467.20)	0.20	100.00
101-692-703-000	Senior Coordinator Salary	36,050.00	2,773.08	25,639.58	10,410.42	71.12
101-692-705-000	Employee Wages	49,000.00	3,987.12	37,109.01	11,890.99	75.73
101-692-705-001	Senior Alliance Grant	(11,951.00)	0.00	(7,119.00)	(4,832.00)	59.57
101-692-719-000	Allocated Fringes	58,504.00	4,067.98	39,566.16	18,937.84	67.63
101-692-740-000	Operating Supplies	2,000.00	77.05	884.96	1,115.04	44.25
101-692-742-000	Program Expense	21,000.00	4,500.97	19,339.78	1,660.22	92.09
101-692-743-000	Trips Expense	10,000.00	691.54	4,559.41	5,440.59	45.59
101-692-810-000	Memberships & Dues	650.00	0.00	858.00	(208.00)	132.00
101-692-819-000	Contracted Services	2,530.00	0.00	2,160.00	370.00	85.38
101-692-860-000	Transportation	25,000.00	1,073.45	9,475.76	15,524.24	37.90
101-692-860-001	Transportation Rebate	(13,000.00)	(466.40)	(11,810.40)	(1,189.60)	90.85
101-692-861-000	Training	2,000.00	0.00	197.00	1,803.00	9.85
101-692-900-000	Printing & Publishing	1,200.00	0.00	305.80	894.20	25.48
101-692-933-000	Equipment Maintenance	3,000.00	0.00	1,811.10	1,188.90	60.37
101-692-956-000	Other	5,000.00	0.00	4,813.75	186.25	96.28
101-692-970-000	Capital Outlay	0.00	0.00	7,200.00	(7,200.00)	100.00
101-692-970-001	Civic Fund Donation	0.00	0.00	(7,200.00)	7,200.00	100.00
Total Dept 692-Seniors Dept		231,464.00	20,700.79	153,270.29	78,193.71	66.22

Dept 715-Cable Dept						
101-715-702-000	Cable Director Salary	48,900.00	3,761.54	34,761.53	14,138.47	71.09
101-715-706-000	Employee Wages	45,000.00	3,371.25	29,255.60	15,744.40	65.01
101-715-719-000	Allocated Fringes	22,500.00	1,629.56	14,925.33	7,574.67	66.33
101-715-740-000	Operating Supplies	8,000.00	50.03	4,364.36	3,635.64	54.55
101-715-810-000	Memberships And Dues	400.00	0.00	5.00	395.00	1.25
101-715-819-000	Contracted Services	1,500.00	0.00	0.00	1,500.00	0.00
101-715-860-000	Transportation	300.00	0.00	0.00	300.00	0.00
101-715-861-000	Training	2,500.00	0.00	81.68	2,418.32	3.27
101-715-933-000	Equipment Maintenance	4,000.00	0.00	190.00	3,810.00	4.75
101-715-956-000	Other	300.00	96.14	96.14	203.86	32.05
101-715-970-000	Capital Outlay	60,000.00	4,188.95	14,430.71	45,569.29	24.05
Total Dept 715-Cable Dept		193,400.00	13,097.47	98,110.35	95,289.65	50.73

Dept 718-Park & Lake Dept						
101-718-706-000	Park Wages	88,570.00	5,984.96	44,292.66	44,277.34	50.01
101-718-719-000	Allocated Fringes	6,775.00	457.86	3,388.38	3,386.62	50.01
101-718-740-000	Operating Supplies	9,000.00	249.34	1,457.94	7,542.06	16.20
101-718-810-000	Membership And Dues	0.00	0.00	0.00	0.00	0.00
101-718-819-000	Contracted Services	18,000.00	0.00	11,350.00	6,650.00	63.06
101-718-819-001	Concert Series Donations	0.00	0.00	0.00	0.00	0.00
101-718-819-002	Fireworks Donations	(5,200.00)	0.00	(8,000.00)	2,800.00	153.85
101-718-850-000	Telephone	2,500.00	171.68	2,635.96	(135.96)	105.44
101-718-860-000	Transportation	7,000.00	573.64	2,794.75	4,205.25	39.93
101-718-861-000	Training	500.00	0.00	0.00	500.00	0.00
101-718-900-000	Printing & Publishing	3,000.00	0.00	125.00	2,875.00	4.17
101-718-920-000	Utilities	14,000.00	581.99	9,681.64	4,318.36	69.15
101-718-931-000	Building Maintenance	0.00	0.00	300.00	(300.00)	100.00
101-718-933-000	Equipment Maintenance	0.00	0.00	0.00	0.00	0.00
101-718-940-000	Rentals	0.00	0.00	0.00	0.00	0.00
101-718-956-000	Other	800.00	(300.00)	97.00	703.00	12.13
101-718-958-000	Environmental Grant Project	0.00	5,880.00	5,880.00	(5,880.00)	100.00
101-718-958-001	Environ Grant Project Proceeds	0.00	0.00	0.00	0.00	0.00
101-718-959-000	Achieve Grant Expenses	0.00	0.00	0.00	0.00	0.00
101-718-959-001	Achieve Grant Proceeds	0.00	0.00	0.00	0.00	0.00
101-718-970-000	Capital Outlay	0.00	0.00	0.00	0.00	0.00
101-718-970-001	MMRMA Reimbursement	0.00	0.00	0.00	0.00	0.00
101-718-970-002	Reimbursement	0.00	0.00	0.00	0.00	0.00
101-718-973-000	Wayne Co Park Millage Project	45,000.00	0.00	0.00	45,000.00	0.00
101-718-973-001	Wayne Co Park Millage Grant	(45,000.00)	0.00	0.00	(45,000.00)	0.00
Total Dept 718-Park & Lake Dept		144,945.00	13,599.47	74,003.33	70,941.67	51.06

Dept 719-French Landing Dam						
101-719-819-000	Contracted Services-Dam	0.00	0.00	0.00	0.00	0.00
Total Dept 719-French Landing Dam		0.00	0.00	0.00	0.00	0.00
Dept 900-Insurance						
101-900-719-000	Retiree & Cobra Benefits	250,000.00	29,368.85	285,199.97	(35,199.97)	114.08
101-900-720-000	Workers' Compensation	65,000.00	31,215.00	113,694.00	(48,694.00)	174.91
101-900-721-000	UIA Benefits Paid	2,000.00	0.00	0.00	2,000.00	0.00
101-900-910-000	Insurance & Bonds	410,000.00	0.00	406,787.76	3,212.24	99.22
Total Dept 900-Insurance		727,000.00	60,583.85	805,681.73	(78,681.73)	110.82
TOTAL EXPENDITURES		15,502,896.00	1,161,055.18	10,111,894.79	5,391,001.21	65.23
Fund 101 - General Fund:						
TOTAL REVENUES		14,884,926.00	462,298.40	13,348,179.15	1,536,746.85	89.68
TOTAL EXPENDITURES		15,502,896.00	1,161,055.18	10,111,894.79	5,391,001.21	65.23
NET OF REVENUES & EXPENDITURES		(617,970.00)	(698,756.78)	3,236,284.36	(3,854,254.36)	523.70

Fund 279 - CDBG Fund

Revenues

Dept 000

279-000-541-000	Rehab Admin Revenue	3,889.00	0.00	0.00	3,889.00	0.00
279-000-541-001	Rehab Housing Revenue	25,000.00	0.00	27,010.25	(2,010.25)	108.04
279-000-541-002	Building Demolition Revenue	0.00	0.00	16,230.00	(16,230.00)	100.00
279-000-541-003	Senior Citizen Services Revenue	11,467.00	0.00	0.00	11,467.00	0.00
279-000-541-004	Neighborhood Improvements Rev	200,000.00	0.00	0.00	200,000.00	0.00
279-000-541-007	Beck Ball Field Improvements	25,000.00	0.00	0.00	25,000.00	0.00
279-000-541-009	Youth Services	11,467.00	0.00	0.00	11,467.00	0.00
279-000-541-013	Planning	11,901.00	0.00	0.00	11,901.00	0.00
279-000-541-015	Sidewalks	0.00	0.00	0.00	0.00	0.00
279-000-664-000	Interest	0.00	0.00	44.04	(44.04)	100.00
279-000-688-000	Transfer From General Fund	0.00	0.00	0.00	0.00	0.00
Total Dept 000		288,724.00	0.00	43,284.29	245,439.71	14.99

TOTAL REVENUES

288,724.00 0.00 43,284.29 245,439.71 14.99

Expenditures

Dept 370-Building/Planning Dept.

279-370-941-000	Building Demolition	25,000.00	0.00	0.00	25,000.00	0.00
279-370-941-001	Demo #1-40617 Robbe Rd.	0.00	0.00	0.00	0.00	0.00
279-370-941-002	Demo #2-41761 Van Born Rd.	0.00	0.00	0.00	0.00	0.00
279-370-941-003	Demo #3-50901 S. I-94 Svs Dr.	0.00	0.00	0.00	0.00	0.00
279-370-941-004	Demo #004-48320 Martz Rd.	0.00	0.00	0.00	0.00	0.00
279-370-941-005	Demo #005-12945 Martinsville Rd.	0.00	0.00	0.00	0.00	0.00
279-370-941-006	Demo #6-16620 Haggerty Rd.	0.00	0.00	0.00	0.00	0.00
279-370-941-007	Demo #7-930 Sumpter Rd.	0.00	0.00	0.00	0.00	0.00
279-370-941-008	Demo #8-49421 W. Huron River Dr.	0.00	0.00	16,434.79	(16,434.79)	100.00
279-370-941-009	Demo #9-1050 Savage Rd.	0.00	0.00	7,007.71	(7,007.71)	100.00
279-370-941-010	Demo #10-50115 Bog Rd.	0.00	0.00	0.00	0.00	0.00
279-370-941-011	Demo #11-50953 S. I-94 Svs Dr.	0.00	0.00	1,602.00	(1,602.00)	100.00
279-370-941-012	Demo #12-1053 Savage Rd.	0.00	0.00	787.50	(787.50)	100.00
279-370-941-013	Van Buren Park Improvements	0.00	45.00	145.00	(145.00)	100.00
279-370-941-014	Demo #14-43311 Tyler	0.00	750.00	750.00	(750.00)	100.00
279-370-941-015	Demo #15-7346 Hannan Rd	0.00	0.00	0.00	0.00	0.00
279-370-955-000	Sidewalks	0.00	0.00	0.00	0.00	0.00
279-370-970-000	Beck Ball Field Improvements	0.00	318.90	80,829.28	(80,829.28)	100.00
Total Dept 370-Building/Planning Dept.		25,000.00	1,113.90	107,556.28	(82,556.28)	430.23

Dept 691-Recreation Dept						
279-691-740-000	Youth Services	11,467.00	0.00	6,477.35	4,989.65	56.49
279-691-970-000	Neighborhood Improvements	200,000.00	0.00	0.00	200,000.00	0.00
Total Dept 691-Recreation Dept		211,467.00	0.00	6,477.35	204,989.65	3.06
Dept 692-Seniors Dept						
279-692-971-000	Senior Citizen Services	11,467.00	0.00	11,467.20	(0.20)	100.00
Total Dept 692-Seniors Dept		11,467.00	0.00	11,467.20	(0.20)	100.00
Dept 801-Planning						
279-801-821-000	Planning	11,901.00	0.00	0.00	11,901.00	0.00
Total Dept 801-Planning		11,901.00	0.00	0.00	11,901.00	0.00
Dept 822-Rehab						
279-822-819-000	Rehab Housing-Budget Only	25,000.00	0.00	0.00	25,000.00	0.00
279-822-819-197	Rehab #197-47151 Lauren Ct	0.00	0.00	0.00	0.00	0.00
279-822-819-202	Rehab #202-14080 Lenmoore	0.00	0.00	0.00	0.00	0.00
279-822-819-203	Rehab #203-10864 Quirk	0.00	0.00	0.00	0.00	0.00
279-822-819-204	Rehab #204-6144 Western	0.00	0.00	0.00	0.00	0.00
279-822-819-205	Rehab #205-47063 Ayres	0.00	0.00	0.00	0.00	0.00
279-822-819-206	Rehab #206-8250 Hannan	0.00	0.00	0.00	0.00	0.00
279-822-819-207	Rehab #207-46731 Ayres	0.00	0.00	475.00	(475.00)	100.00
279-822-819-208	Rehab #208-48540 W Huron River Dr	0.00	0.00	350.00	(350.00)	100.00
279-822-819-209	Rehab #209-50901 S I-94 Service Dr,Pav 2	0.00	0.00	400.00	(400.00)	100.00
279-822-950-000	Rehab Admin Expenditures	3,889.00	0.00	120.00	3,769.00	3.09
279-822-970-000	Rehab Housing	0.00	0.00	0.00	0.00	0.00
Total Dept 822-Rehab		28,889.00	0.00	1,345.00	27,544.00	4.66
TOTAL EXPENDITURES		288,724.00	1,113.90	126,845.83	161,878.17	43.93
Fund 279 - CDBG Fund:						
TOTAL REVENUES		288,724.00	0.00	43,284.29	245,439.71	14.99
TOTAL EXPENDITURES		288,724.00	1,113.90	126,845.83	161,878.17	43.93
NET OF REVENUES & EXPENDITURES		0.00	(1,113.90)	(83,561.54)	83,561.54	100.00

Fund 592 - Water/Sewer Fund

Revenues

Dept 536-Water Department

592-536-477-000	Tap Fees	50,000.00	4,624.00	328,155.30	(278,155.30)	656.31
592-536-478-000	Hydrant Rental Permits	4,000.00	0.00	1,580.00	2,420.00	39.50
592-536-608-000	Water Meter Charges	517,522.00	56,151.79	319,547.57	197,974.43	61.75
592-536-609-000	Construction Administration	5,000.00	0.00	5,093.90	(93.90)	101.88
592-536-626-000	Finals, Turn On/Off, Other	25,000.00	1,280.00	12,679.00	12,321.00	50.72
592-536-627-000	Inspection Fees	3,000.00	675.00	8,045.00	(5,045.00)	268.17
592-536-643-001	Water Sales	3,141,500.00	500,535.45	1,897,673.50	1,243,826.50	60.41
592-536-650-000	Meter/Materials Sales	30,000.00	2,148.00	41,175.27	(11,175.27)	137.25
592-536-662-000	Late Penalties	50,000.00	7,018.19	60,158.78	(10,158.78)	120.32
592-536-664-000	Interest Income	300,000.00	20,952.26	178,177.99	121,822.01	59.39
592-536-693-000	Sale Of Fixed Assets	0.00	0.00	0.00	0.00	0.00
592-536-694-000	Miscellaneous Revenue	30,000.00	274.43	5,657.70	24,342.30	18.86
Total Dept 536-Water Department		4,156,022.00	593,659.12	2,857,944.01	1,298,077.99	68.77

Dept 537-Sewer Department

592-537-411-000	Sewer Assessments	50.00	0.00	160.10	(110.10)	320.20
592-537-477-000	Tap Fees	150,000.00	13,851.00	755,013.10	(605,013.10)	503.34
592-537-607-000	Debt Service	400.00	6.50	75.78	324.22	18.95
592-537-608-000	Sewer Maintenance Charges	726,150.00	81,551.66	437,339.02	288,810.98	60.23
592-537-626-000	Finals, Turn On/Off, Other	0.00	0.00	0.00	0.00	0.00
592-537-627-000	Inspection Fees	0.00	0.00	4,967.00	(4,967.00)	100.00
592-537-643-001	Sewage Disposal	3,141,500.00	487,174.30	1,885,394.13	1,256,105.87	60.02
592-537-643-002	Non-Res. User Fees	70,000.00	16,345.20	47,493.40	22,506.60	67.85
592-537-662-000	Late Penalties	50,000.00	6,538.31	60,905.73	(10,905.73)	121.81
592-537-694-000	Miscellaneous Revenue	5,000.00	94.86	2,494.93	2,505.07	49.90
592-537-695-000	Contribution From DDA	0.00	0.00	0.00	0.00	0.00
Total Dept 537-Sewer Department		4,143,100.00	605,561.83	3,193,843.19	949,256.81	77.09

Dept 538-W/S Tax Levy

592-538-403-000	Property Tax	0.00	0.00	86.95	(86.95)	100.00
592-538-417-000	Delq Personal Property	0.00	0.00	3,217.91	(3,217.91)	100.00
592-538-445-000	Interest/Penalty Del Pers Prop	0.00	0.00	90.57	(90.57)	100.00
592-538-607-000	Debt Service	0.00	0.00	0.00	0.00	0.00
592-538-694-000	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
Total Dept 538-W/S Tax Levy		0.00	0.00	3,395.43	(3,395.43)	100.00

TOTAL REVENUES

8,299,122.00	1,199,220.95	6,055,182.63	2,243,939.37	72.96
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## Expenditures

## Dept 536-Water Department

592-536-701-000	Salary - Director of Public Services	0.00	0.00	0.00	0.00	0.00
592-536-702-000	Salary-Director of Water/Sewer	75,279.00	5,713.76	52,803.81	22,475.19	70.14
592-536-703-000	Salary-Superintendent	60,424.00	4,571.08	42,263.66	18,160.34	69.95
592-536-704-000	Salary - Deputy Treasurer	5,000.00	0.00	5,000.00	0.00	100.00
592-536-705-000	Wages-Office	145,000.00	10,871.81	99,061.10	45,938.90	68.32
592-536-706-000	Wages-Field Operations	420,000.00	32,864.00	280,464.19	139,535.81	66.78
592-536-707-000	Wages - Field Ops Overtime	105,000.00	6,441.36	65,005.56	39,994.44	61.91
592-536-719-000	Allocated Fringes	430,000.00	34,103.73	324,110.46	105,889.54	75.37
592-536-719-001	Fringes-Retiree/Cobra	160,000.00	1,228.93	14,018.31	145,981.69	8.76
592-536-719-002	Compensated Absences	3,000.00	0.00	0.00	3,000.00	0.00
592-536-720-000	Workers Comp	40,000.00	20,810.00	75,796.00	(35,796.00)	189.49
592-536-721-000	UIA Benefits Paid	0.00	0.00	0.00	0.00	0.00
592-536-727-000	Office Supplies	4,500.00	87.56	1,446.83	3,053.17	32.15
592-536-728-000	Postage	27,500.00	0.00	12,129.00	15,371.00	44.11
592-536-740-000	Operating Supplies	70,000.00	14,158.54	59,039.16	10,960.84	84.34
592-536-741-000	Uniforms	5,000.00	0.00	1,338.81	3,661.19	26.78
592-536-751-000	Gas & Diesel Fuel	25,000.00	2,809.38	14,687.54	10,312.46	58.75
592-536-801-001	Accounting & Auditing	32,000.00	0.00	31,730.00	270.00	99.16
592-536-801-002	Attorney	100,000.00	965.40	44,075.63	55,924.37	44.08
592-536-802-000	Administrative Fee	621,225.00	51,768.75	465,327.72	155,897.28	74.90
592-536-810-000	Membership & Dues	3,000.00	70.00	3,786.03	(786.03)	126.20
592-536-816-000	GIS Implementation	0.00	0.00	0.00	0.00	0.00
592-536-818-000	Commissions	1,000.00	136.42	892.78	107.22	89.28
592-536-819-000	Contracted Services	100,000.00	28,985.32	107,307.83	(7,307.83)	107.31
592-536-820-000	Engineering Fees	30,000.00	0.00	6,517.50	23,482.50	21.73
592-536-860-000	Transportation	300.00	0.00	91.31	208.69	30.44
592-536-861-000	Training	6,000.00	220.00	3,775.80	2,224.20	62.93
592-536-900-000	Printing & Publishing	2,500.00	0.00	5,541.40	(3,041.40)	221.66
592-536-910-000	Insurance & Bonds	175,000.00	0.00	167,868.24	7,131.76	95.92
592-536-920-000	Utilities	80,000.00	3,402.89	50,115.34	29,884.66	62.64
592-536-927-000	Water Purchases	2,894,000.00	274,416.75	1,324,238.95	1,569,761.05	45.76
592-536-931-000	Building Maintenance	3,000.00	476.48	1,783.53	1,216.47	59.45
592-536-931-001	Building Mainte - Water Tower	10,000.00	0.00	6,957.67	3,042.33	69.58
592-536-932-000	Vehicle Maintenance	15,000.00	899.08	16,220.26	(1,220.26)	108.14
592-536-933-000	Equipment Maintenance	10,000.00	189.18	5,718.74	4,281.26	57.19
592-536-936-000	Water System Repair	0.00	0.00	0.00	0.00	0.00
592-536-937-000	Office Equipment Maint	5,000.00	79.27	1,925.16	3,074.84	38.50
592-536-940-000	Rental	1,000.00	0.00	346.50	653.50	34.65
592-536-956-000	Other	5,000.00	0.00	1,096.31	3,903.69	21.93

592-536-968-000	Depreciation	2,250,000.00	0.00	938,731.45	1,311,268.55	41.72
592-536-969-000	Asset Contribution to Governmental	0.00	0.00	0.00	0.00	0.00
592-536-970-000	Wtr Capital Outlay-Veh & Equip	70,000.00	3,429.23	43,915.21	26,084.79	62.74
592-536-970-001	Capital Outlay-System Improve	10,000.00	0.00	3,941.90	6,058.10	39.42
592-536-970-002	Capital Outlay-Off Equip/Comp	0.00	0.00	0.00	0.00	0.00
592-536-970-003	Capital Outlay-Metering System	100,000.00	30,942.56	53,513.55	46,486.45	53.51
592-536-970-004	Capital Outlay-Facilities Impr	0.00	0.00	6,160.90	(6,160.90)	100.00
592-536-990-000	Water Meter Loan Interest	0.00	0.00	0.00	0.00	0.00
592-536-995-000	Interest Expense	0.00	58,500.00	87,750.00	(87,750.00)	100.00
592-536-996-000	Handling Fees	0.00	334.19	3,807.65	(3,807.65)	100.00
Total Dept 536-Water Department		8,099,728.00	588,475.67	4,430,301.79	3,669,426.21	54.70
Dept 537-Sewer Department						
592-537-740-000	Operating Supplies	0.00	0.00	0.00	0.00	0.00
592-537-924-000	Sewage Treatment	2,175,000.00	225,692.66	1,462,689.30	712,310.70	67.25
592-537-925-000	Infiltration	113,000.00	19,980.00	84,966.00	28,034.00	75.19
592-537-930-000	Maintenance - Lift Station	0.00	0.00	44,689.61	(44,689.61)	100.00
592-537-931-001	Maintenance- Eq Basin	0.00	0.00	1,357.61	(1,357.61)	100.00
592-537-931-002	Maintenance - Sanitary Lines	0.00	0.00	0.00	0.00	0.00
592-537-970-000	Capital Outlay	550,000.00	4,863.24	488,285.45	61,714.55	88.78
592-537-970-001	Capital Outlay - Ecorse Rd.	0.00	0.00	0.00	0.00	0.00
592-537-970-002	Capital Outlay - Eq Basin	0.00	0.00	0.00	0.00	0.00
592-537-970-003	Capital-Sewer Clean/Relline	0.00	0.00	11,450.00	(11,450.00)	100.00
592-537-970-004	Capital Outlay - Lift Station	0.00	0.00	50,205.50	(50,205.50)	100.00
592-537-970-005	Capital Outlay-SHVUA	0.00	0.00	0.00	0.00	0.00
592-537-995-000	Interest Expense	0.00	93,231.65	147,791.13	(147,791.13)	100.00
592-537-996-000	Excess Downriver Bond Interest	0.00	0.00	1,932.90	(1,932.90)	100.00
Total Dept 537-Sewer Department		2,838,000.00	343,767.55	2,293,367.50	544,632.50	80.81
TOTAL EXPENDITURES		10,937,728.00	932,243.22	6,723,669.29	4,214,058.71	61.47
Fund 592 - Water/Sewer Fund:						
TOTAL REVENUES		8,299,122.00	1,199,220.95	6,055,182.63	2,243,939.37	72.96
TOTAL EXPENDITURES		10,937,728.00	932,243.22	6,723,669.29	4,214,058.71	61.47
NET OF REVENUES & EXPENDITURES		(2,638,606.00)	266,977.73	(668,486.66)	(1,970,119.34)	25.33
TOTAL REVENUES - ALL FUNDS						
TOTAL REVENUES - ALL FUNDS		23,472,772.00	1,661,519.35	19,446,646.07	4,026,125.93	82.85
TOTAL EXPENDITURES - ALL FUNDS		26,729,348.00	2,094,412.30	16,962,409.91	9,766,938.09	63.46
NET OF REVENUES & EXPENDITURES		(3,256,576.00)	(432,892.95)	2,484,236.16	(5,740,812.16)	76.28