

**CHARTER TOWNSHIP OF VAN BUREN BOARD OF TRUSTEES
OCTOBER 20, 2014 WORK STUDY MEETING, TENTATIVE AGENDA**

PLEDGE OF ALLEGIANCE:

ROLL CALL:

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

UNFINISHED BUSINESS:

NEW BUSINESS:

1. Discussion on the Municipal Center, Community Center, Multi-Purpose Room and Gymnasium meeting Rooms Policy, Rules and Regulations and Application with Release and Waiver of Liability.
2. Discussion on the Country Walk Memorandum of Understanding.
3. Discussion on Resolution 2014-30 authorizing the execution of infrastructure improvement permit with Wayne County to install emergency sirens.
4. Discussion on the purchase of size (6) emergency sirens from West Shore Services.
5. Discussion on the Public Safety Organizational Chart.
6. Discussion on the Public Safety Deputy Director-Police Job Description and the Personal Services Agreement with Jason Wright to fill the position.
7. Discussion on Granting Special Land Use Approval to McDonalds for a second drive-through lane at 2193 Rawsonville Rd.
8. Discussion on the Commercial Fireworks Display Permit Application by Colonial Fireworks.

ADJOURNMENT:

CLOSED SESSION:

1. To discuss on going P.O.L.C. negotiations.
2. To discuss on going M.A.F.F. negotiations.
3. To discuss the disposition of vacant land parcel.

ADJOURNMENT:

Charter Township of Van Buren

Agenda Item: #1

REQUEST FOR BOARD ACTION

WORK STUDY MEETING

DATE: OCTOBER 20, 2014

BOARD MEETING

DATE: NOVEMBER 18, 2014

Consent Agenda _____ New Business x Unfinished Business _____ Public Hearing _____

ITEM (SUBJECT)	Consider Approval of Municipal Center Meeting Rooms Policy, Rules and Regulations and Application with Release and Waiver of Liability and Approval of Community Center Multi-purpose Room and Gymnasium Policy, Rules and Regulations and Application with Release and Waiver of Liability
DEPARTMENT	
PRESENTER	Clerk Wright and Director Jennifer Wright
PHONE NUMBER	
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Attorney Chris Hogg

Agenda topic

ACTION REQUESTED	
Approve the policy, rules and regulations and application forms with release and waiver of liability for both the municipal center meeting rooms and the community center multi-purpose room and gymnasium	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
Policies for the use of rooms within Van Buren Township hall are outdated and in need of revision. The Board of Trustees discussed Attorney Hogg's opinion on the matter earlier this year, and he has worked diligently to ensure the proposed document before you this evening addresses the matter. The attached documents have been prepared and were provided to the Township Board on September 29 for review.	
BUDGET IMPLICATION	NA
IMPLEMENTATION NEXT STEP	Approval
DEPARTMENT RECOMMENDATION	Yes
COMMITTEE/COMMISSION RECOMMENDATION	
ATTORNEY RECOMMENDATION	
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	

CHARTER TOWNSHIP OF VAN BUREN

MUNICIPAL CENTER MEETING ROOMS POLICY, RULES AND REGULATIONS

General Policy Regarding Reservations and Use

In an effort to better serve its residents, the Charter Township of Van Buren (the "Township") allows the following Municipal Center meeting rooms to be reserved on a first come first serve basis and without regard to race, national origin, sex, religion, color, or any other protected class: Denton Room, Otisville Room, Sheldon Room, Willow Run Room, and Rawsonville Room ("Meeting Rooms"). The Township Board Room is not available for use by the public and shall be used exclusively for governmental functions, including (but not limited to) Township Board Meetings. Meeting Rooms must be reserved by submitting an application, in person and on a form approved by the Township, to the Township Clerk's office. The application can be obtained at the Municipal Center or on the Township's website. Applications will not be accepted by fax or email. The person securing the reservation (the "Applicant") must be 18 years of age or older and must be present during the time the Meeting Room is being used. The Meeting Rooms may only be reserved by:

- (1) Individuals who are residents of the Township (i.e. those that pay property taxes to the Township); or
- (2) An authorized agent or employee of a non-profit organization located within the Township; or
- (3) An authorized agent or employee of a non-profit organization that is not located within the Township, but which proposes to use a Meeting Room in order to provide a service or benefit (for example, civic, educational, or charitable) to the Township's residents.

The Meeting Rooms shall not be reserved or used for any type of commercial activity. All non-profit organizations and individuals reserving or using the Township Meeting Rooms must, at all times, comply with this Policy, all application requirements, and the Rules and Regulations set forth herein (collectively, the "Meeting Room Rules and Regulations"). Meeting Rooms must be vacated and cleaned by the time set forth in the application that has been approved by the Township. No exceptions. The Township will provide reasonable accommodations for persons with disabilities if such a request is timely made. Any such request for reasonable accommodations shall be made at the time of submitting the application.

Cancellations

Applicants are required to call and cancel if they will not be using the room that has been reserved. If the Applicant cancels their reservation request 7 days or more prior to the scheduled event, fees and deposits will be refunded to the Applicant. If the Applicant cancels their reservation request less than 7 days prior to the scheduled event, fees will be forfeited and not refunded, but deposits will be refunded. If the Applicant cancels their reservation request within 48 hours of the scheduled event, or does not appear for the scheduled event, fees and deposits will be forfeited and not refunded. All refunds will be issued pursuant to the Township policy and may take up to six weeks. If the Township

deems it necessary to cancel a reservation, all fees and deposits will be refunded to the Applicant. The Township reserves the right to cancel any reservation, and reserves the right to immediately revoke access/use, if it finds that the Applicant has misrepresented the proposed use of the Meeting Room, has misrepresented their authority to act on behalf of a non-profit organization, or otherwise does not comply with the Meeting Room Rules and Regulations. In all such cases, fees and deposits will be forfeited and not refunded. Additionally, in such cases, the Applicant and/or non-profit organization may be barred from future reservations and use of the Meeting Rooms. The Township reserves the right to cancel, postpone, reschedule, or move any Meeting Room reservations. All fees and deposits shall be submitted in the form of cash, local bank check, or money order made payable to the "Charter Township of Van Buren".

Meeting Room Rules

1. As noted in the General Policy section, above, reservations for use of a Meeting Room will only be accepted from a resident of the Township, a non-profit organization located within the Township, or a non-profit organization offering a service to Township residents. The Meeting Rooms shall not be reserved or used for commercial activity. The Meeting Rooms are not available for use by for-profit entities of any type, whether established as a sole proprietorship, limited liability company (LLC), corporation, partnership, or any other type or method of organization.
2. With the exception of governmental functions, the Meeting Rooms are not available for private events/use and all events shall be held open to the public at all times. Should an individual or non-profit organization desire to use a Township room for a private function, not held open to the public at large, please note that the Township Parks and Recreation Department's Multi-Purpose Room is available for certain private recreational and social events (Please see Multi-Purpose Room and Gymnasium Policy, Rules and Regulations).
3. Admission fees to attend a meeting are prohibited. Solicitation of funds, in any manner, is prohibited. This includes (but is not limited to) express or implied requests for donations. Requiring an individual to be a member of any group, to purchase a membership in any group, or to purchase any other item or thing, in order to attend a meeting is prohibited.
4. For all Meeting Rooms, Township functions will take precedence over all requests to reserve a Meeting Room. Scheduled reservations may be cancelled by the Township in order to accommodate a Township function or for an emergency. Full refunds of fees and deposits will be provided if the Township cancels the room rental without fault by the Applicant
5. Upon submitting the application, the Applicant may be required to provide a photo ID in order to prove eligibility to reserve/use a Meeting Room (i.e. age and/or residency requirements). Applicants who are reserving a Meeting Room for use by a non-profit organization may be required to provide proof that they are acting as an authorized agent or employee on behalf of the non-profit organization, and/or that the organization currently has non-profit status. Among other required information, the application must provide a description of the proposed use of the Meeting Room. The Township may request additional information and details regarding the proposed use of the Meeting Room, or other information relating to eligibility for use of a Meeting Room, and failure to timely provide adequate information will result in a denial of the application.

6. In addition to payment of the required fee to reserve and use a Meeting Room, all Applicants must provide a \$50.00 security deposit for each Meeting Room reserved. The fee and deposits shall be waived for governmental entities/departments using a Meeting Room for a governmental function. A Meeting Room will only be reserved upon receipt of full payment of all fees and deposits. No partial payments will be accepted. The fees for each of the Meeting Rooms vary and are subject to change. Therefore, please check the Township website for the current rates for each Meeting Room. This information can also be obtained through the Township Clerks Office.
7. Serving food or beverages in a Meeting Room is prohibited without prior written approval from the Township's Clerk's Office. Any request for such approval should be made at the time the application is submitted. The Township, at its sole discretion, may reject any request to serve food and/or beverages. If the request for approval is granted, an additional \$50.00 security deposit is required. The food and beverages served shall generally be limited to light snacks and refreshments, such as fruit, donuts, bagels, cookies, water, coffee, tea and carbonated beverages.
8. At the expiration of the time set forth in the approved application, the Meeting Room must be returned to the same state and condition that the Meeting Room was in prior to the scheduled event. The Applicant must remove any and all items or things that were not present prior to the scheduled event. Normal cleanup shall be performed by the Applicant following use. Normal clean up includes the removal of all materials brought in; removal of all decorations; disposal of all trash in proper receptacles, and ensuring that the floor, counters, tables, and chairs are clean. Failure to comply with this rule will cause the Applicant to forfeit the security deposit(s) to the Township in full, or in part, depending on the condition that the Meeting Room was left in and the amount of time required to restore the Meeting Room to the state it was in prior to the meeting.
9. The Township cannot guarantee that action will be taken on an application submitted less than 21 days prior to the requested date(s), but applications will not be accepted by the Township unless the proposed event will occur within 90 days of the date the application is submitted. An individual or non-profit organization shall not use any Meeting Room (or combination of any Meeting Rooms) more than twice per month.
10. At least one Building Monitor will be on duty during all hours of building operation. Individuals and non-profit organizations using the Meeting Rooms must guarantee responsiveness to the directives of the Building Monitor(s) and all other Township employees. The Applicant understands and agrees that the Building Monitors and other Township employees will monitor meetings and the Meeting Rooms in order to ensure compliance with all Meeting Room Rules and Regulations and that the Building Monitor(s) and other Township employees shall have full access to any and all areas and spaces within the Meeting Rooms in order to monitor usage.
11. Reservations are not transferrable. Upon arrival, the Applicant must check in at the Community Center recreation desk and present the approved application to the Building Monitor. Upon checking in, the Applicant may be required to show a photo ID in order to ensure that the individual checking in is actually the Applicant (whose presence is required).

The Applicant is responsible for inspecting the room for damage prior to the meeting commencing. Any damages must be reported at that time. A sign in log will be provided and must be completed by all individuals in attendance. The form is to be returned to the Building Monitor. After the meeting has ended, the Applicant must inspect the room with the Building Monitor in order to check for damages. Failure to properly check out may result in additional fees levied and restricted access from future use.

12. All persons using the Meeting Rooms and/or attending a meeting shall conduct themselves in an appropriate manner at all times. Disorderly conduct of any kind that may cause injury or that tends to incite an immediate breach of the peace is prohibited. This includes, by way of illustration and not limitation, the use of profanities or other offensive language, roughhousing, or jostling. The Applicant must ensure that all individuals attending their meeting comply with the Meeting Room Rules and Regulations. The Applicant shall immediately report any violation(s) of these Meeting Room Rules and Regulations to a Building Monitor or other Township employee.
13. The Applicant, and any non-profit organization that the Applicant is acting on behalf of as its authorized agent (if applicable), is responsible for any and all loss, theft, or damage to Township property that occurs during their scheduled event. Any determinations made by the Township regarding additional charges to impose on an Applicant for damage or misuse of Township property, determinations regarding forfeiture of security deposits, determinations regarding violations of the Meeting Room Rules and Regulations and the penalties imposed for same, are final.
14. Meeting Rooms shall not be reserved or used for political activity. This includes (but may not be limited to) the following: political fundraising for any particular candidate, group of candidates, political party, ballot measure, petition drive, or recall election; having a meeting designed to advocate for or against any particular candidate, group of candidates, political party, ballot measure, petition drive, or recall election; and campaign organizing events or activities. Voter registration drives may be permitted if the individual or non-profit organization is otherwise qualified to use a Meeting Room, and if the event is conducted in a non-partisan manner and without advocating for or against any particular candidate, group of candidates, political party, ballot measure, petition drive, or recall election.
15. Any form of gambling or game of chance is prohibited on the premises unless: (1) expressly permitted by law; and (2) prior written approval for same is granted by the Township Clerk's Office (subject to the issuance of any special permits or conditions that may be required by the Township or any other unit of government).
16. Alcoholic beverages are prohibited in the Meeting Rooms and Municipal Center.
17. Smoking is prohibited in the Meeting Rooms and Municipal Center.
18. Drugs are prohibited in the Meeting Rooms and Municipal Center, with the exception of medications that are expressly prescribed to the specific individual using the drug(s), by a physician for that individual's medical purposes. For individuals who may claim some right to use and/or consume marihuana (or marijuana) pursuant to Michigan's Medical Marihuana

Act (MMA), MCL 333.26421 *et. seq.*, please note that any and all use and/or consumption of marihuana or any form of Tetrahydrocannabinol (THC), is prohibited on Township property.

19. Any damage to Township property, no matter how trivial, must be immediately reported to the-Building Monitor and/or Township staff. Any injuries that occur to an individual while on Township property must be immediately reported to the-Building Monitor and/or Township staff.
20. Township property shall not be removed from any Meeting Room.
21. Using, removing, or disturbing any supplies, bulletin boards, or any other items or materials is prohibited without prior written approval from the Township Clerk's Office.
22. Set up occurring the evening before an event will require prior written approval from the Township Clerk's Office. A request for such approval should be made at the time the application is submitted. The Township, at its discretion, may reject such a request (for example, if the Meeting Room is not readily available for set up during the proposed set up time), or may allow the set up to occur the evening before the event subject to certain conditions, including (but not limited to) the time for starting and completing this set up.
23. Meetings shall be confined to the Meeting Room assigned, except for use of restrooms and common areas. Use of hallways within the Municipal Center for a meeting, or for overflow of a meeting, is prohibited.
24. Propping open exterior doors of the Municipal Center is prohibited.
25. Placement of posters, banners, decorations, and similar items is prohibited.
26. Writing on glass, tables, windows, mirrors, walls, or any other surface is prohibited.
27. Tape or any type of adhesive, nails, tacks, or similar items shall not be affixed to any walls, the ceiling, tables, or any other surface in a manner that causes holes, marks, or leaves any remnants whatsoever.
28. Use of Township equipment (copy machines, computers, typewriters, fax machines, telephones, and any other Township property) is prohibited.
29. Tables and chairs shall not be dragged or thrown.
30. Requests for electrical extensions should be made to the Township at the time of submitting the application.
31. Groups comprised of 10 or more individuals under the age of 18 must at all times have at least 1 adult (age 18 or older) present in the Meeting Room for every 10 persons under the age of 18. Individuals under the age of 13 must be directly supervised by an adult(s) at all times.
32. The Township is not responsible for equipment or supplies brought in by groups. Items delivered to the Municipal Center will not be stored.

33. The Township and its agents and employees assume no responsibility whatsoever, financial or otherwise, for any injuries sustained by an individual or groups of individuals, or for any damage that may occur to their property, while using a Meeting Room. Therefore, in order to reserve and use a Meeting Room the Applicant shall agree as follows:

RELEASE AND WAIVER OF LIABILITY

I have read and understand the Municipal Meeting Rooms Policy, Rules, and Regulations. I understand and agree to fully comply with the Municipal Meeting Rooms Policy, Rules, and Regulations. I understand and agree that as consideration for agreeing to this Release and Waiver of Liability, I may be permitted to reserve and use a Township Meeting Room. I understand and agree that for purposes of this Release and Waiver of Liability, the term "Township" includes all of Van Buren Township's elected and appointed officials, agents, representatives, employees, volunteers, boards, departments, and commissions. I understand and agree that the Township is not responsible for, and shall not be held liable for, any personal injury or property damages that occurs as a result of, or relating to, the reservation and/or use of a Meeting Room. I understand and agree that, in consideration for being permitted to reserve and use a Meeting Room, I hereby waive all claims, regardless of when such claims may accrue or the legal theory, whether based on law or equity and whether sounding in negligence, intentional tort, or any other legal theory, and release and discharge the Township of any and all claims that may arise out of, or is connected in any way to the reservation or use of a Meeting Room. I, and any organization that I am acting on behalf of as its authorized agent (if applicable), shall indemnify, defend, and hold harmless the Township for any claims made as a result of, or relating to, the reservation and/or use of a Meeting Room. Accordingly, I understand that in order to reserve and use a Meeting Room, I will not be able to pursue any claim, of any type whatsoever, against the Township for any claim that may arise out of, or that is in any way connected to, the reservation or use of a Meeting Room. This shall include (but is not limited to) claims for personal injury (bodily injury or emotional injury), illness, death, and/or property damage.

34. The Township is not responsible for damage or theft of personal items.
35. A certificate of insurance naming the Township, its Board, and/or its agents, employees, and representatives as additional insureds may be required.
36. All state and local licenses or permits necessary to hold the event are the responsibility of the Applicant and must be displayed as required by law.
37. Under no circumstances shall individuals, or groups of individuals, congregate in the parking lot during or following the use of a Meeting Room or any other Township facilities. Any proposed use of the parking lot area(s) shall be subject to a special review of the proposed

activity by the Recreation Coordinator. In no event shall any such use impede the safe flow of traffic, pedestrian use or safe ingress or egress of the building.

38. For safety issues, please notify the Township Clerk's Office and contact the Township police department at 734-699-8930. For emergencies call 911.
39. All fire regulations for the Municipal Center must be observed including (but not limited to) keeping exits clear at all times and abiding by the capacity restrictions for each of the Meeting Rooms. Please note that the capacity of each Meeting Room varies based on the size of the room and whether tables and chairs are used. Please contact the Township Clerk's Office to determine the capacity limitations for your event.
40. The Meeting Room Rules and Regulations may be modified at any time. The Township may close the Meeting Rooms for public use at any time.

CHARTER TOWNSHIP OF VAN BUREN

COMMUNITY CENTER MULTI-PURPOSE ROOM AND GYMNASIUM POLICY, RULES AND REGULATIONS

General Policy Regarding Reservations and Use

In an effort to better serve its residents, the Charter Township of Van Buren (the "Township"), allows residents of the Township (i.e. those that pay property taxes to the Township) to rent the Township Parks and Recreation Department's Multi-Purpose Room to host their private parties and events. By way of example and not limitation, some examples of such events include birthday parties, bridal showers, baby showers, and graduation parties. Reservations are accepted on a first come first serve basis and without regard to race, national origin, sex, religion, color, or any other protected class. With the exception of the Gymnasium, all other rooms within the Community Center (the dining room, the senior center, and all other rooms) are not available for rent and are used exclusively by the Township for Township organized functions. The Gymnasium is available for rent by Township residents (i.e. those that pay property taxes to the Township) for their private use for recreational and sporting events. However, please note that availability may be severely limited, or completely restricted, during the dates and times that the Township Parks and Recreation Department has issued its own schedule for recreational and sporting events held open to the public, which takes priority over private use. The Multi-Purpose Room and Gymnasium must be reserved by submitting an application, in person and on a form approved by the Township, to the Township Parks and Recreation Department. The application can be obtained through the Parks and Recreation Department or on the Township's website. Applications will not be accepted by fax or email. The person securing the reservation (the "Applicant") must be 18 years of age or older and must be present during the time the Multi-Purpose Room and/or Gymnasium is being used. Individuals reserving or using these facilities must, at all times, comply with this Policy, all application requirements, and the Rules and Regulations set forth herein (collectively, the "Rules and Regulations"). The Township will provide reasonable accommodations for persons with disabilities if such a request is timely made. Any such request for reasonable accommodations shall be made at the time of submitting the application.

Cancellations

Applicants are required to call and cancel if they will not be using the room that has been reserved. If the Applicant cancels their reservation request 7 days or more prior to the scheduled event, fees and deposits will be refunded to the Applicant. If the Applicant cancels their reservation request less than 7 days prior to the scheduled event, fees will be forfeited and not refunded, but deposits will be refunded. If the Applicant cancels their reservation request within 48 hours of the scheduled event, or does not appear for the scheduled event, fees and deposits will be forfeited and not refunded. All refunds will be issued pursuant to the Township policy and may take up to six weeks. If the Township deems it necessary to cancel a reservation, all fees and deposits will be refunded to the Applicant. The Township reserves the right to cancel any reservation, and reserves the right to immediately revoke access/use, if it finds that: (1) the Applicant has misrepresented the proposed use of the Multi-Purpose Room or Gymnasium; (2) the Applicant advertises or otherwise

holds out to the public that their event is generally open to the public, or actually hosts such a meeting in the Multi-Purpose Room or Gymnasium; or (3) the Applicant otherwise does not comply with these Rules and Regulations. In all such cases, fees and deposits will be forfeited and not refunded. Additionally, in such cases, the Applicant may be barred from future reservations and use of the Multi-Purpose Room or Gymnasium. The Township reserves the right to cancel, postpone, reschedule, or move any reservation. All fees and deposits shall be submitted in the form of cash, local bank check, or money order made payable to the "Charter Township of Van Buren".

Multi-Purpose Room and Gymnasium Rules

1. Reservations for the Multi-Purpose Room and/or Gymnasium will only be accepted from individuals who are 18 years or older and who reside within the Township.
2. When available for rent, the Multi-Purpose Room and/or Gymnasium are to be used by Township residents only to host their private recreational and social events. These events shall not be held open to the public. Should an individual desire to hold a meeting open to the public at large, the Township allows such meetings to take place (if otherwise eligible) in the Municipal Center Meeting Rooms (please see Municipal Center Meeting Rooms Policy, Rules and Regulations).
3. Admission fees to attend such a private event are prohibited. Solicitation of funds, in any manner, is prohibited. This includes (but is not limited to) express or implied requests for donations.
4. Township functions will take precedence over all requests to reserve the Multi-Purpose Room or Gymnasium. Scheduled reservations may be cancelled by the Township in order to accommodate a Township function or the Township's schedule of open gym events. During open gym events, all individuals must produce a photo ID. Residents of the Township and students may receive a discount on the fee charged to participate in open gym events. The fee charge to participate in an open gym event is subject to change. Therefore, please check the Township website for the current rates. This information can also be obtained through the Parks and Recreation Department. All individuals using the Multi-Purpose Room or Gymnasium, whether for a private event or for an open gym event, must comply with these Rules and Regulations. Failure to do so may result in the individual being barred from the premises.
5. Upon submitting an application to reserve the Multi-Purpose Room and/or Gymnasium, the Applicant may be required to provide a photo ID in order to prove eligibility to reserve/use the Multi-Purpose Room and/or Gymnasium (i.e. age and/or residency requirements). Among other required information, the application must provide a description of the proposed use of the Multi-Purpose Room and/or Gymnasium. The Township may request additional information and details regarding the proposed use of these facilities, or other information relating to eligibility for use of same. Failure to timely provide adequate information will result in a denial of the application.

6. In addition to payment of the required fee to reserve and use the Multi-Purpose Room and/or Gymnasium, all Applicants must provide a \$50.00 security deposit at the time the application is submitted to use the Multi-Purpose Room or Gymnasium, or \$100.00 security deposit to use both, the Multi-Purpose Room and Gymnasium. The Multi-Purpose Room and/or Gymnasium will only be reserved upon receipt of full payment of all fees and deposits. No partial payments will be accepted. The fees to rent the Multi-Purpose Room and/or Gymnasium are subject to change. Therefore, please check the Township website for the current rates. This information can also be obtained through the Parks and Recreation Department.
7. Food and drinks (other than water) is prohibited in the Gymnasium. An Applicant desiring to serve food and/or beverages in the Multi-Purpose Room must receive prior written approval from the Township Parks and Recreation Department. Any request for such approval should be made at the time the application is submitted and should describe what, specifically, the Applicant desires to serve. The Township Park and Recreation Department, at its sole discretion, may reject any request to serve food and/or beverages. If the request for approval is granted, an additional \$50.00 security deposit is required.
8. At the expiration of the time set forth in the approved application, the Multi-Purpose Room and/or Gymnasium must be returned to the same state and condition as it was prior to the scheduled event. The Applicant must remove any and all items or things that were not present prior to the scheduled event. Normal cleanup shall be performed by the Applicant following use. Normal clean up includes the removal of all materials brought in; removal of all decorations; disposal of all trash in proper receptacles, and ensuring that the floor, counters, tables, and chairs are clean. Failure to comply with this rule will cause the Applicant to forfeit the security deposit(s) to the Township in full, or in part, depending on the condition that the Multi-Purpose Room and/or Gymnasium was left in and the amount of time required to restore the Meeting Room to the state it was in prior to the meeting.
9. The Township cannot guarantee that action will be taken on an application submitted less than 21 days prior to the requested reservation date(s), but applications will not be accepted by the Township unless the proposed event will occur within 90 days of the date the application is submitted. An individual may not reserve the Multi-Purpose Room or Gymnasium more than twice per month.
10. At least one Building Monitor will be on duty during all hours of building operation. Individuals using the Multi-Purpose Room or Gymnasium must guarantee responsiveness to the directives of the Building Monitor(s) and all other Township employees. The Applicant understands and agrees that the Building Monitors and other Township employees will monitor the Multi-Purpose Room and Gymnasium in order to ensure compliance with all Rules and Regulations and that, even though the events may be private and not generally open to the public, the Building Monitor(s) and other Township employees shall have full access to any and all areas and spaces within the Multi-Purpose Room or Gymnasium in order to monitor usage.

11. Reservations are not transferrable. Upon arrival, the Applicant must check in at the Community Center recreation desk and present the approved application to the Building Monitor. Upon checking in, the Applicant may be required to show identification in order to ensure that the individual checking in is actually the Applicant (whose presence is required). The Applicant is responsible for inspecting the Multi-Purpose Room and/or Gymnasium for damage or other problems prior to the scheduled event. Any damages or other problems must be reported at that time. A sign in log will be provided and must be completed by all individuals in attendance. The form is to be returned to the Building Monitor. After the scheduled event has ended, the Applicant must inspect the Multi-Purpose Room or Gymnasium with the Building Monitor in order to check for damages. Failure to properly check out may result in additional fees levied and restricted access from future use.
12. All persons using the Multi-Purpose Room or Gymnasium shall conduct themselves in an appropriate manner at all times. Disorderly conduct of any kind that may cause injury or that tends to incite an immediate breach of the peace is prohibited. This includes, by way of illustration and not limitation, the use of profanities or other offensive language, roughhousing, or jostling. The Applicant must ensure that all individuals attending their scheduled event comply with these Rules and Regulations. The Applicant shall immediately report any violation(s) of these Rules and Regulations to a Building Monitor or other Township employee.
13. The Applicant is responsible for any and all loss, theft, or damage to Township property that occurs during their scheduled event. Any determinations made by the Township regarding additional charges to impose on an Applicant for damage or misuse of Township property, determinations regarding forfeiture of security deposits, determinations regarding violations of the Rules and Regulations and the penalties imposed for same, are final.
14. As noted above, the Multi-Purpose Room is available for rent by Township residents to host their private recreational or social events/parties. The Gymnasium is available for rent by Township residents to host their private recreational and sporting activities. Therefore, the Multi-Purpose Room and Gymnasium shall not be reserved or used for commercial activity or for political activity. Political activity includes, by way of example and not limitation: political fundraising for any particular candidate, group of candidates, political party, ballot measure, petition drive, or recall election; having a meeting designed to advocate for or against any particular candidate, group of candidates, political party, ballot measure, petition drive, or recall election; and campaign organizing events or activities.
15. Any form of gambling or game of chance is prohibited on the premises unless: (1) expressly permitted by law; and (2) prior written approval for same is granted by the Township Clerk's Office (subject to the issuance of any special permits or conditions that may be required by the Township or any other unit of government).
16. Alcoholic beverages are prohibited on Township property

17. Smoking is prohibited in the interior spaces of Township property. Individuals who desire to smoke must do so outdoors and at a distance greater than 10 feet from any entrance/exit.
18. Drugs are prohibited on Township property, with the exception of medications that are expressly prescribed to the specific individual using the drug(s), by a physician for that individual's medical purposes. For individuals who may claim some right to use and/or consume marihuana (or marijuana) pursuant to Michigan's Medical Marihuana Act (MMA), MCL 333.26421 *et. seq.*, please note that, even though the events are required to be private events that are not held open to the general public, any and all use and/or consumption of marihuana or any form of Tetrahydrocannabinol (THC), is prohibited on Township property.
19. Any damage to Township property, no matter how trivial, must be immediately reported to the-Building Monitor and/or Township staff. Any injuries that occur to an individual while on Township property must be immediately reported to the-Building Monitor and/or Township staff.
20. Township property shall not be removed from the Multi-Purpose Room or Gymnasium.
21. Using, removing, or disturbing any supplies, bulletin boards, or any other items or materials is prohibited without prior written approval from the Township Parks and Recreation Department.
22. The Multi-Purpose Room and Gymnasium must be vacated and cleaned by the time set forth in the application that has been approved by the Township. These facilities may not be used until the approved scheduled start time. No exceptions will be made.
23. Events shall be confined to the Multi-Purpose Room and Gymnasium, as the case may be, with the exception of using of restrooms and common areas. Use of hallways within the Community Center for an event, or for overflow of an event, is prohibited. Roaming the hallways or other rooms/spaces within the Community and Municipal Center is prohibited.
24. Propping open exterior doors is prohibited unless prior written permission is obtained from the Parks and Recreation Department.
25. Placement of posters, banners, decorations, or other items are the responsibility of the Applicant. Tape or any type of adhesive, nails, tacks, or similar items shall not be affixed to any walls, the ceiling, tables, or any other surface in any manner that causes holes, marks, or leaves any remnants. If the Applicant desires signs to be posted outdoors, the Applicant must gain prior approval from the Development Department.
26. Writing on glass, tables, windows, mirrors, walls, or any other surface is prohibited.
27. Tables and chairs are provided for the Multi-Purpose Room. Tables are 3 feet wide by 6 feet long. However, the Applicant must notify the Parks and Recreation Department at least

48 hours in advance of the final expected headcount, the number of table and chairs needed, and any reasonable requests as to the Applicants desired set up. Use of Township equipment (copy machines, computers, typewriters, fax machines, telephones, and any other Township property) is prohibited. Tables and chairs shall not be dragged or thrown.

28. A kitchen is not available. If the Applicant needs to keep items frozen, prior approval to use the freezer must be obtained from the Parks and Recreation Department and use of the freezer may be subject to conditions. A refrigerator is not available. Paper products, and other materials, that may be needed to host an event are not included and are the responsibility of the Applicant.
29. Requests for electrical extensions should be made to the Township at the time of submitting the application.
30. Groups comprised of 10 or more individuals under the age of 18 must at all times have at least 1 adult (age 18 or older) present in the Multi-Purpose Room or Gymnasium, wherever the group may be, for every 10 persons under the age of 18. Individuals under the age of 13 must be directly supervised by an adult(s) at all times.
31. The Township is not responsible for equipment or supplies brought in by groups. Items delivered to the Community Center will not be stored.
32. The Township and its agents and employees assume no responsibility whatsoever, financial or otherwise, for any injuries sustained by an individual or groups of individuals, or for any damage that may occur to their property, while using the Multi-Purpose Room or Gymnasium. Therefore, in order to reserve and use the Multi-Purpose Room or Gymnasium the Applicant shall agree as follows:

RELEASE AND WAIVER OF LIABILITY

I have read and understand the Community Center Multi-Purpose Room and Gymnasium Policy, Rules, and Regulations. I understand and agree to fully comply with the Community Center Multi-Purpose Room and Gymnasium Policy, Rules, and Regulations. I understand and agree that as consideration for agreeing to this Release and Waiver of Liability, I may be permitted to reserve and use the Township Multi-Purpose Room and/or Gymnasium. I understand and agree that for purposes of this Release and Waiver of Liability, the term "Township" includes all of Van Buren Township's elected and appointed officials, agents, representatives, employees, volunteers, boards, departments, and commissions. I understand and agree that the Township is not responsible for, and shall not be held liable for, any personal injury or property damages that occurs as a result of, or relating to, the reservation and/or use of the Multi-Purpose Room or Gymnasium. I understand and agree that, in consideration for being permitted to reserve and use the Multi-Purpose Room or Gymnasium, I hereby

waive all claims, regardless of when such claims may accrue or the legal theory, whether based on law or equity and whether sounding in negligence, intentional tort, or any other legal theory, and release and discharge the Township of any and all claims that may arise out of, or is connected in any way to the reservation or use of the Multi-Purpose Room or Gymnasium. I shall indemnify, defend, and hold harmless the Township for any claims made as a result of, or relating to, the reservation and/or use of the Multi-Purpose Room or Gymnasium. Accordingly, I understand that in order to reserve and use the Multi-Purpose Room or Gymnasium, I will not be able to pursue any claim, of any type whatsoever, against the Township for any claim that may arise out of, or that is in any way connected to, the reservation or use of the Multi-Purpose Room or Gymnasium. This shall include (but is not limited to) claims for personal injury (bodily injury or emotional injury), illness, death, and/or property damage.

33. The Township is not responsible for damage or theft of personal items.
34. Street and dance shoes are prohibited in the gym.
35. Individuals must respect the equipment in the gym and are not permitted to use this equipment for private events without prior written approval from the Parks and Recreation Department. Climbing on gymnastic equipment, the Jazzercise stage, or other Township property is prohibited.
36. If renting the Gymnasium, proper indoor equipment must be used at all times for the recreational or sporting event or practice that is approved. The Building Monitor and other Township employees will monitor this activity.
37. Inflatables and/or bounce houses are prohibited.
38. Used basketballs, volleyball, soccer balls, footballs, and other sporting equipment can be rented at the Parks and Recreation Department front desk. The renter's driver's license or photo ID must be given to the Township staff as a security deposit for the return of such equipment. The renter's driver's license or photo ID will be returned once the equipment is returned undamaged. If the equipment is not returned, or is returned in a damaged state, the renter's driver's license or photo ID will be held until satisfactory payment arrangements are made for the damaged equipment.
39. The Township reserves the right to cancel room rentals due to emergencies. Full refunds of fees and deposits will be provided if the Township cancels the room rental without fault by the Applicant
40. A certificate of insurance naming the Township, its Board, and/or its agents, employees, and representatives as additional insureds may be required.

41. All state and local licenses or permits necessary to hold an event, if needed, are the responsibility of the Applicant and must be displayed as required by law.
42. Music may be played quietly at private events. The Applicant is responsible for providing their own music, if desired. If music is not kept to an indoor volume, recreation staff will require that the music be turned off. Music containing profanities is prohibited. DJ's are prohibited unless prior written approval is obtained from the Parks and Recreation Department.
43. Applicants must abide by the times (start and end times) and dates that were requested and approved for their scheduled events.
44. Under no circumstances shall individuals, or groups of individuals, congregate in the parking lot during or following the use of the Multi-Purpose Room or Gymnasium, or any other Township facilities. Any proposed use of the parking lot area(s) shall be subject to a special review of the proposed activity by the Recreation Coordinator. In no event shall any such use impede the safe flow of traffic, pedestrian use or safe ingress or egress of the building.
45. For safety issues, please notify Parks and Recreation Department front desk and contact the Township police department at 734-699-8930. For emergencies call 911.
46. All fire regulations for the Municipal Community Center must be observed including (but not limited to): (1) keeping exits clear at all times; (2) Multi-Purpose Room capacity is 53 people with tables and chairs or 160 standing room only; and (3) use of any open flame for any reason is prohibited unless prior written approval is obtained from both the Parks and Recreation Department and the Township Fire Department. This includes (but is not limited to) burning candles or chafers
47. These Rules and Regulations may be modified at any time. The Township may close the Multi-Purpose Room and Gymnasium for public use at any time.

CHARTER TOWNSHIP OF VAN BUREN

APPLICATION TO USE MUNICIPAL CENTER MEETING ROOM AND RELEASE AND WAIVER OF LIABILITY

Please type or print legibly

This application must be submitted in person by the individual completing this form (the "Applicant"). Applications will not be accepted by fax or email. The Applicant must be 18 years of age or older and must be present during the time the Meeting Room is being used. Please read the Municipal Center Meeting Rooms Policy, Rules, and Regulations rules before completing this form. The form must be completed in full before a decision regarding use can be made.

Section 1:

Applicant's Name: _____

Phone # (1): _____ Phone # (2): _____

Do you pay property taxes to Van Buren Township? (check one) Yes: _____ No: _____

Address: _____

City: _____ Zip: _____

Alternate Contact: _____

Phone # (1): _____ Phone # (2): _____

Section 2:

This Section must be completed if the Meeting Room will be used by a non-profit organization and must only be completed by an individual who is authorized to act on behalf of the organization to reserve and use a Township Meeting Room

Name of Organization: _____

Address: _____

City: _____ Zip: _____

Alternate Contact: _____

Phone # (1): _____ Phone # (2): _____

note that the Meeting Room Policy, Rules, and Regulations contain important information and limitations regarding storing and serving food and beverages.

Number of tables and chairs needed (if applicable) Tables: _____ Chairs: _____
(Tables are 3 feet by 6 feet)

Additional Request(s): _____

Section 4: ATTENTION: Please read this Section carefully before signing this form

If the Meeting Room will be used by a non-profit organization, the Applicant must be authorized to complete this form, including executing the Release and Waiver of Liability (below) on behalf of the organization.

RELEASE AND WAIVER OF LIABILITY

I have read and understand the Municipal Meeting Rooms Policy, Rules, and Regulations. I understand and agree that I must fully comply with the Municipal Meeting Rooms Policy, Rules, and Regulations. I understand and agree that as consideration for agreeing to this Release and Waiver of Liability, I may be permitted to reserve and use a Township Meeting Room. I understand and agree that for purposes of this Release and Waiver of Liability, the term "Township" includes all of Van Buren Township's elected and appointed officials, agents, representatives, employees, volunteers, boards, departments, and commissions. I understand and agree that the Township is not responsible for, and shall not be held liable for, any personal injury or property damages that occurs as a result of, or relating to, the reservation and/or use of a Meeting Room. I understand and agree that, in consideration for being permitted to reserve and use a Meeting Room, I hereby waive all claims, regardless of when such claims may accrue or the legal theory, whether based on law or equity and whether sounding in negligence, intentional tort, or any other legal theory, and release and discharge the Township of any and all claims that may arise out of, or is connected in any way to the reservation or use of a Meeting Room. I, and any organization that I am acting on behalf of as its authorized agent (if applicable), shall indemnify, defend, and hold harmless the Township for any claims made as a result of, or relating to, the reservation and/or use of a Meeting Room. Accordingly, I understand that in order to reserve and use a Meeting Room, I will not be able to pursue any claim, of any type whatsoever, against the Township for any claim that may arise out of, or that is in any way connected to, the reservation or use of a Meeting Room. This shall include (but is not limited to) claims for personal injury (bodily injury or emotional injury), illness, death, and/or property damage.

Section 5:

I certify that the above information is true and accurate. I agree to fully comply with the Municipal Meeting Rooms Policy, Rules, and Regulations (which I have read), and I agree to the above Release and Waiver of Liability on behalf of myself and any non-profit organization identified in Section 2.

Signature of Applicant: _____ Date: _____

Section 6: FOR OFFICIAL USE ONLY—The Township will complete this Section

Amount of Fee received: _____ Amount of Security Deposit received: _____

Name of Meeting Room(s): _____ Approved: _____ Denied: _____

Additional Information Needed and/or Other Conditions and Requirements: _____

By: _____

Date: _____

CHARTER TOWNSHIP OF VAN BUREN
APPLICATION TO USE COMMUNITY CENTER
MULTI-PURPOSE ROOM AND/OR GYMNASIUM AND
RELEASE AND WAIVER OF LIABILITY

Please type or print legibly

This application must be submitted in person by the individual completing this form (the "Applicant"). Applications will not be accepted by fax or email. The Applicant must be a resident of the Township (i.e. one who pays property taxes to the Township). The Applicant must be 18 years of age or older and must be present during the time the Multi-Purpose Room and/or Gymnasium are being used. Please read the Community Center Multi-Purpose Room and Gymnasium Policy, Rules, and Regulations rules before completing this form. The form must be completed in full before a decision regarding use can be made.

Section 1:

Applicant's Name: _____

Phone # (1): _____ Phone # (2): _____

Do you pay property taxes to Van Buren Township? (check one) Yes: _____ No: _____

Address: _____

City: _____ Zip: _____

Alternate Contact: _____

Phone # (1): _____ Phone # (2): _____

Section 2:

Please describe how the Multi-Purpose Room and/or Gymnasium will be used. What type of activity will take place and for what purpose? Attach additional pages if needed. Failure to adequately complete this Section may result in a delay or denial of approval. Additional information may be requested:

Anticipated Attendance—Total: _____ Children: _____ Adults: _____

Date Requested: _____ Day of the Week: MO TU WE TH FR SA SU

Time In: _____ a.m./p.m. Time Out: _____ a.m./p.m.
(Please note that Time In and Time Out includes set-up and take down time)

Facility Requested (please check one or both of the following):

Multi-Purpose Room: _____ Gymnasium: _____

Special Equipment Request: _____

Does the Applicant desire to serve food and/or beverages? If so please describe: _____

If the Applicant proposes to serve food and/or beverages, an additional \$50.00 security deposit must be submitted with this application. All deposits will be returned if the application is denied. The security deposit for service of food and/or beverages will be returned if the request is denied. **Please note that the Multi-Purpose Room and Gymnasium Policy, Rules, and Regulations contain important information and limitations regarding storing and serving food and beverages.**

Number of tables and chairs needed (if applicable) Tables: _____ Chairs: _____
(Tables are 3 feet by 6 feet)

Additional Request(s): _____

Section 4: ATTENTION: Please read this Section carefully before signing this form

RELEASE AND WAIVER OF LIABILITY

I have read and understand the Community Center Multi-Purpose Room and Gymnasium Policy, Rules, and Regulations. I understand and agree that I must fully comply with the Community Center Multi-Purpose Room and Gymnasium Policy, Rules, and Regulations. I understand and agree that as consideration for agreeing to this Release and Waiver of Liability, I may be permitted to reserve and use the Township Multi-Purpose Room and/or Gymnasium. I understand and agree that for purposes of this Release and Waiver of Liability, the term "Township" includes all of Van Buren Township's

elected and appointed officials, agents, representatives, employees, volunteers, boards, departments, and commissions. I understand and agree that the Township is not responsible for, and shall not be held liable for, any personal injury or property damages that occurs as a result of, or relating to, the reservation and/or use of the Multi-Purpose Room or Gymnasium. I understand and agree that, in consideration for being permitted to reserve and use the Multi-Purpose Room or Gymnasium, I hereby waive all claims, regardless of when such claims may accrue or the legal theory, whether based on law or equity and whether sounding in negligence, intentional tort, or any other legal theory, and release and discharge the Township of any and all claims that may arise out of, or is connected in any way to the reservation or use of the Multi-Purpose Room or Gymnasium. I shall indemnify, defend, and hold harmless the Township for any claims made as a result of, or relating to, the reservation and/or use of the Multi-Purpose Room or Gymnasium. Accordingly, I understand that in order to reserve and use the Multi-Purpose Room or Gymnasium, I will not be able to pursue any claim, of any type whatsoever, against the Township for any claim that may arise out of, or that is in any way connected to, the reservation or use of the Multi-Purpose Room or Gymnasium. This shall include (but is not limited to) claims for personal injury (bodily injury or emotional injury), illness, death, and/or property damage.

Section 5:

I certify that the above information is true and accurate. I agree to fully comply with the Community Center Multi-Purpose Room and Gymnasium Policy, Rules, and Regulations (which I have read), and I agree to the above Release and Waiver of Liability.

Signature of Applicant: _____ Date: _____

Section 6: FOR OFFICIAL USE ONLY—The Township will complete this Section

Amount of Fee received: _____ Amount of Security Deposit received: _____

Facility (or facilities) requested: _____ Approved: _____ Denied: _____

Additional Information Needed and/or Other Conditions and Requirements: _____

By: _____

Date: _____

Charter Township of Van Buren

Agenda Item: 2

REQUEST FOR BOARD ACTION

WORK STUDY MEETING DATE:

OCTOBER 20, 2014

BOARD MEETING

DATE: OCTOBER 21, 2014

Consent Agenda: _____ New Business x Unfinished Business _____ Public Hearing _____

ITEM (SUBJECT)	Country Walk
DEPARTMENT	Supervisor
PRESENTER	Attorney McCauley
PHONE NUMBER	734-699-8910
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

Agenda topic

ACTION REQUESTED	
Consider approval of Country Walk Memorandum of Understanding, and authorize Supervisor and Clerk to execute the document.	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
Please see attached documentation regarding this item.	
BUDGET IMPLICATION	
IMPLEMENTATION NEXT STEP	
DEPARTMENT RECOMMENDATION	
COMMITTEE/COMMISSION RECOMMENDATION	
ATTORNEY RECOMMENDATION	
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	See attached documentation for additional information.
APPROVAL OF SUPERVISOR	<u><i>[Signature]</i></u>

MEMORANDUM OF UNDERSTANDING
REGARDING DEVELOPMENT IN COUNTRY WALK PHASES III AND IV

BY AND BETWEEN:

BLUE COUNTRY WALK, LLC, including its BUILDERS, SUCCESSORS AND ASSIGNS (collectively "BCW"), CHARTER TOWNSHIP OF VAN BUREN ("Township"), COUNTRY WALK III CONDOMINIUM ASSOCIATION ("Association III") and COUNTRY WALK IV CONDOMINIUM ASSOCIATION ("Association IV") (hereinafter collectively referred to as the "Parties").

RECITALS

A. Blue Country Walk, LLC is a licensed residential builder that has acquired 25 units in the Country Walk III Condominium ("Phase III"), which is administered by Association III, and 113 units in the Country Walk IV Condominium ("Phase IV"), which is administered by Association IV. They are part of a Planned Residential Development (the "Development") that is identified in a Planned Residential Development Agreement (the "PRD") recorded at Liber 36178, pp.11-58, Wayne County Register of Deeds. BCW has met with representatives of the Township, Association III and Association IV to discuss the issues relating to Creative Land Design, Inc.'s alleged failure to complete certain items contained in the PRD, the Master Deed and Bylaws for Phase III, which are recorded at Liber 42532, p. 1, et. seq., Wayne County Register of Deeds (hereinafter the "Phase III Condominium Documents", which shall also include any amendments to the same) and the Master Deed and Bylaws for Phase IV, which are recorded at Liber 45621, p. 175, et. seq., Wayne County Register of Deeds (hereinafter the "Phase IV Condominium Documents", which shall also include any amendments to the same).

B. BCW provides this Memorandum of Understanding ("MOU") to the Township, Association III and Association IV in order to confirm the mutual understanding and agreement that has been reached between BCW, the Township, Association III and Association IV relating to completion of certain developmental items that remain outstanding with respect to the PRD,

Phase III Condominium Documents and Phase IV Condominium Documents as well as the Township's issuance of building permits for the units within the Development. Association III and Association IV acknowledge that the provisions set forth herein relating to the completion of certain improvements located within Phase III and Phase IV encompass the full scope of those common element items that must be completed pursuant to the provisions of the Michigan Condominium Act, PRD, the Phase III Condominium Documents or the Phase IV Condominium Documents, and that BCW does not have any responsibilities as a Developer or Successor Developer under the Michigan Condominium Act, common law, Phase III Condominium Documents or Phase IV Condominium Documents. BCW will and does not have any other obligation to construct, complete or contribute to any "must be built" or other common element items in Phase III and/or Phase IV other than those expressly set forth in this MOU; provided, however, that BCW or its successors or assigns shall be responsible for connecting to any common elements necessitated by BCW's or its successors' or assigns' construction of residences within the units located within Phase III and Phase IV including, without limitation, driveways and utility connections. The Township acknowledges that BCW is not a Developer, or Successor Developer, as defined by the PRD and that BCW will not have any obligations to perform any of Creative Land Design, Inc.'s obligations under the PRD other than those expressly set forth in this MOU. This MOU represents a settlement and compromise between the parties in order to once again permit the construction of homes within the Development, while also providing for the fulfillment of the most important aspects of Creative Land Design, Inc.'s obligations under the PRD, Phase III Condominium Documents and Phase IV Condominium Documents. All parties are of the belief that the benefits of proceeding as set forth in this MOU greatly outweigh the time, expense and uncertainty of litigation which could otherwise be incurred by all parties to this MOU.

NOW THEREFORE, the parties hereto agree as follows:

(1) **Building Permits:** Contemporaneous with the execution of this MOU by the parties, BCW, its designees, successors or assigns shall submit applications for building permits for four (4) housing units in Phase III and/or Phase IV to the Township. . Provided the said applications comply with all applicable Township ordinances, rules and regulations, and the variances to the same previously granted to Creative Land Design, Inc. in the PRD, the building permits shall be approved and issued in a timely fashion. BCW agrees that it shall not file applications for any additional building permits for Phase III or Phase IV until BCW makes the \$192,500.00 payment to complete construction of the internal roads in Phase III, as set forth in Paragraph 2 below, and BCW makes the \$157,500.00 payment to complete construction of the internal roads for Phase IV, as set forth in Paragraph 3 below. After BCW makes the above described payments to complete the internal roads in Phase III and Phase IV, the Township shall immediately approve and issue all future building permits submitted by BCW, its builders, designees, successors or assigns for Phase III and Phase IV, provided that said applications comply with all applicable Township ordinances, rules, regulations and the variances previously granted in the PRD. The Parties acknowledge and agree that Final Certificates of Occupancy will be issued by the Township for the above described units, without unreasonable delay, after additional inspections are performed and the Township confirms that all applicable Township ordinances, rules and regulations required to issue the Final Certificates of Occupancy have been satisfied.

(2) **Internal Roads for Phase III:** BCW shall provide \$192,500.00 to Association III within thirty (30) days of all Parties executing this MOU. Upon receipt of the \$192,500.00 payment, Association III shall immediately escrow the \$192,500.00 payment made by BCW with First American Title Insurance Company (the "Title Company") subject to an escrow agreement that is agreeable to all of the Parties to this MOU, in order to complete and/or construct the Phase III internal roads as identified in **Exhibit 1**. Association III shall use the above funds only for the purposes of completing and/or constructing the Phase III internal roads. The \$192,500 is the cost

estimated to complete the Phase III internal roads (which cost includes a reserve contingency) as determined by Zeimet Wozniak & Associates. At the time the Association begins construction and/or completion of the Phase III internal roads (as set forth in the next paragraph), Zeimet Wozniak & Associates shall prepare, at BCW's sole cost, an updated estimate to complete and/or construct the Phase III internal roads, which updated estimate shall include a ten percent (10%) contingency and a detailed scope of work and material specifications (the "Phase III Updated Estimate"). If the Phase III Updated Estimate exceeds the \$192,500.00 being held in escrow, BCW shall, within fifteen (15) days of receipt of the Updated Estimate, deposit into escrow with the Title Company the difference between the Phase III Updated Estimate and the \$192,500. Any unused portion of the \$192,500.00 (or such greater amount as may be required by the Phase III Updated Estimate) that remains in escrow when the Phase III internal roads are completed shall be returned to BCW. BCW agrees that it shall pay for any costs and fees incurred by Association III that are necessary to obtain the escrow services described in this paragraph, with the exception of any attorneys' fees or costs.

Association III shall complete construction of the Phase III internal roads no later than August 15, 2015. If the Phase III internal roads are not completed by August 15, 2015, any unused portion of the funds paid by BCW that remain in escrow shall be returned to BCW, irrespective of whether or not the Phase III internal roads have been completed. Other than the obligations set forth in this MOU, the Parties to this MOU agree and acknowledge that BCW and the Township do not have any obligation to contribute additional money towards the construction and/or repair of the Phase III internal roads and/or to construct and/or repair the Phase III internal roads. Association III shall receive any and all warranties, whether express or implied, regarding the construction of the Phase III internal roads directly from the contractor selected by Association III to complete the Phase III internal roads and the Parties agree and acknowledge that no warranties, either express or implied, are being provided by BCW or the Township.

(3) **Internal Roads for Phase IV:** BCW shall provide \$157,500.00 to Association IV within thirty (30) days of all parties executing this MOU. Upon receipt of the \$157,500.00, Association IV shall immediately escrow the \$157,500.00 payment made by BCW with the Title Company, subject to an escrow agreement that is agreeable to all of the Parties to this MOU, in order to complete and/or construct the Phase IV internal roads as identified in **Exhibit 2**. Association IV shall use the above funds only for the purposes of completing and/or constructing the Phase IV internal roads. The \$157,500.00 is the cost estimated to complete the Phase IV internal roads (which cost includes a reserve contingency) as determined by Zeimet Wozniak & Associates. At the time the Association begins construction and/or completion of the Phase IV internal roads (as set forth in the next paragraph), Zeimet Wozniak & Associates shall prepare, at BCW's sole cost, an updated estimate to complete and/or construct the Phase IV internal roads, which updated estimate shall include a ten percent (10%) contingency and a detailed scope of work and material specifications (the "Phase IV Updated Estimate"). If the Phase IV Updated Estimate exceeds the \$ 157,500.00 being held in escrow, BCW shall, within fifteen (15) days of receipt of the Updated Estimate, deposit into escrow with the Title Company the difference between the Phase IV Updated Estimate and the \$157,500.00. Any unused portion of the \$157,500.00 (or such greater amount as may be required by the Phase IV Updated Estimate) that remains in escrow when the Phase IV internal roads are completed shall be returned to BCW. BCW agrees that it shall pay for any costs and fees incurred by Association IV that are necessary to obtain the escrow services described in this paragraph, with the exception of any attorneys' fees or costs.

Association IV shall complete construction of the Phase IV internal roads no later than August 15, 2015. If the Phase IV internal roads are not completed by August 15, 2015, any unused portion of the funds paid by BCW that remain in escrow shall be returned to BCW, irrespective of whether or not the Phase IV internal roads have been completed. Other than the obligations set

forth in this MOU, the Parties to this MOU agree and acknowledge that BCW and the Township do not have any obligation to contribute additional money towards the construction and/or repair of the Phase IV internal roads and/or to construct and/or repair the Phase IV internal roads. Association IV shall receive any and all warranties, whether express or implied, regarding the construction of the Phase IV internal roads directly from the contractor selected by Association IV to complete the Phase IV internal roads and the Parties agree and acknowledge that no warranties, either express or implied, are being provided by BCW or the Township.

(4) **Sidewalks:** BCW agrees that in lieu of installing sidewalks on both sides of the street in Phase III and Phase IV, that BCW or its successors or assigns shall make deposits into a fund which will then be used by the particular Phase's Association to, by way of illustration and not limitation, to mitigate the cost of constructing sidewalks throughout Phase III and Phase IV, as the case may be. The fund shall be in the name of and controlled by the Phase III or Phase IV Association, as the case may be. There are a total of 63 homes affected by this aspect of the MOU and the contribution will be made on a per unit basis as a condition to obtaining a Final Certificate of Occupancy for such unit. The amount of the contribution will be \$600.00 per each unit sold in Phase III and/or Phase IV that do not yet have sidewalks constructed.

(5) **Martinsville Road:** The Township agrees that BCW, its builders, agents, successors and assigns, Association III and Association IV shall have no responsibility for the paving of Martinsville Road, the construction of a bike path along Martinsville Road or the completion of any other items set forth in the PRD which are not specifically identified in this MOU. In the event the Township and the residents of the Development determine the paving of Martinsville Road and/or the bike path along the same is necessary, BCW shall be supportive of any Special Assessment District ("SAD") that could be created in order to benefit the lots that would make use of Martinsville Road. If the majority of the non-BCW owned units vote to approve the SAD, BCW agrees to vote to approve the SAD as well. If BCW fails to provide such

approval in a timely fashion, this MOU shall be evidence of such approval and shall satisfy any SAD approval requirement if a majority of the non-BCW owned units vote to approve the SAD. If the majority of the non-BCW owned lots vote against the SAD, BCW will follow suit. The Parties agree that the right to vote to approve or disapprove a SAD for each particular unit will be transferred to the purchaser of any unit currently owned by BCW at the time of closing on said unit.

(6) **Utilities:** Association III and Association IV agree to grant the Township a public utility easement to maintain all public utility improvements, including sanitary sewers, storm sewers, and water mains in the areas identified in the PRD upon execution of this MOU. BCW agrees that it will not interfere with any of the public utility easement rights granted by Association III and Association IV to the Township. BCW further agrees to escrow \$5000.00 with the Township that will be used to cover any costs incurred by the Township in preparing, reviewing and/or recording any public utility easements in Phase III or Phase IV that are identified in the PRD upon execution of this MOU. In the event that the Township's cost to prepare, review and/or record the public utility easements does not exceed \$5000.00, any remaining funds shall be returned to BCW. In the event that the Township's cost to prepare, review and/or record the public utility easements exceeds \$5000.00, any remaining costs shall be paid by Association III and/or Association IV. If the public utility easements are not completed by August 15, 2015, any unused portion of the funds paid by BCW that remain in escrow with the Township shall be returned to BCW and Association III and Association IV will pay for any costs to prepare, review and/or record any public utility easement.

(7) **Working Capital Contributions:** For each unit that is sold by BCW in Phase III, BCW shall require a \$200 capital contribution fee to be paid by the purchaser of such unit at the time of closing. The working capital contribution for any unit sold in Phase III will be distributed at the time of closing to Association III. For each unit that is sold by BCW in Phase IV, BCW

shall require a \$200 capital contribution fee to be paid by the purchaser of such unit at the time of closing. The working capital contribution for any unit sold in Phase IV will be distributed at the time of closing to Association IV. Association III and Association IV will have discretion to use the funds from the working capital contributions as they see fit.

(8) **Additional BCW Requirements:** Association III, Association IV and BCW agree that any amendments to the Phase III Condominium Documents or the Phase IV Condominium Documents shall not modify or negate any of the rights, obligations or requirements of this MOU. A copy of this MOU shall be recorded in the Wayne County Register of Deeds, and BCW agrees to inform its successors and assigns of the existence of this MOU and the requirements imposed by this Agreement, of which BCW's successors and assigns shall be bound, BCW will use best efforts to require any builders purchasing Units in Phase III or Phase IV to disclose in writing to their purchaser/homeowners/buyers that: (a) the Phase III and Phase IV are subject to this MOU, and (b) completion of internal roads in Phase III and Phase IV, along with other site improvements, are not the responsibility of the Township or BCW. However, nothing in this MOU shall obligate BCW or the Township to ensure that this information is provided by any builders to purchasers of Units in Phase III or Phase IV or any other purchasers of units in Phase III or Phase IV that does not purchase directly from BCW.

(9) **Architectural Control:** With regard to units owned by BCW as of the date of this MOU, Association III agrees to assign to BCW any of its Architectural Control Rights, or any Architectural Control Rights that were afforded to the Developer, as identified in the Phase III Condominium Documents, that are identified in Article VI, Section 3 of the Phase III Condominium Bylaws, which are recorded at Liber 42532, pp. 28-79 of Wayne County Register of Deeds, with the exception of decisions relating to the following items which shall remain with the Association: fences, trees, basketball backboards, playground equipment, decks, pools, hot tubs, gazebos and mailboxes. Notwithstanding the foregoing or anything to the contrary contained

herein, BCW shall not construct or permit the construction by its successors or assigns of any residences upon units within Phase III that BCW owns as of the date of this MOU that do not comply with the architectural and building requirements set forth in the Phase III Condominium Documents. With regard to units owned by BCW as of the date of this MOU, Association IV agrees to assign to BCW any of its Architectural Control Rights, or any Architectural Control Rights that were afforded to the Developer, as identified in the Phase IV Condominium Documents, that are identified in Article VI, Section 3 of the Phase IV Condominium Bylaws, which are recorded at Liber 45261, pp. 203-254 of Wayne County Register of Deeds, with the exception of decisions relating to the following items which shall remain with the Association: fences, trees, basketball backboards, playground equipment, decks, pools, hot tubs, gazebos and mailboxes. Notwithstanding the foregoing or anything to the contrary contained herein, BCW shall not construct or permit the construction by its successors or assigns of any residences upon units within Phase IV that BCW owns as of the date of this MOU that do not comply with the architectural and building requirements set forth in the Phase IV Condominium Documents.

The Township agrees that the approval of building permits and certificates of occupancy for any dwellings constructed by BCW, its successors, or assigns in Phase III or Phase IV will be solely based on applicable Township ordinances, rules, regulations and variances to the same granted in the PRD. The Township acknowledges that it is not a party to the Phase III Condominium Documents or the Phase IV Condominium Documents and that it does not have any rights to enforce the terms of the Phase III Condominium Documents or the Phase IV Condominium Documents, or condition the approval or denial of any building permits or certificates of occupancy based upon the terms of the Phase III Condominium Documents or the Phase IV Condominium Documents.

(10) **Force Majeure:** Any delay or failure in the performance by Association III, Association IV, or BCW under this MOU shall be excused if and to the extent caused by the occurrence of a Force Majeure. For the purposes of this MOU, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, injunctions, labor strikes, weather and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this MOU. Any party that is relieved from performance due to a force majeure event will start performance again as soon as reasonably practicable.

(11) **Release:**

(a) Release between Township, BCW, Association III and Association IV

Upon execution of this MOU, the Township hereby releases and forever discharges BCW, its members, its builders, predecessors, successors and assigns, Association III and Association IV, and their officers and directors, of and from any and all payments, damages, fines, costs, fees, claims, demands, actions, causes of action, obligations, penalties and losses, known or unknown, foreseen or unforeseen, accrued or unaccrued claims now existing or hereafter arising, directly or indirectly which the Township may or could have against BCW, its builders, predecessors, successors and assigns, Association III and Association IV, and their officers and directors, as of the date of this MOU. The Township further agrees that the terms of this Agreement will supersede the terms of the PRD, and that BCW, its members, its builders, predecessors, successors and assigns, Association III and Association IV shall have no responsibility to fulfill any of the obligations contained in the PRD relating to the Development, other than the specific obligations contained in this MOU.

Upon execution of this MOU, BCW, Association III and Association IV hereby release and forever discharge the Township, from any and all payments, damages, fines, costs, fees, claims, demands, actions, causes of action, obligations, penalties and losses, known or unknown, foreseen or unforeseen, accrued or unaccrued claims now existing or hereafter arising, directly or indirectly and relative to the items address in this MOU which BCW, Association III and Association IV may have against the Township, as of the date of this agreement.

(b) Release of BCW by Association III

Upon execution of this MOU, Association III, for itself and on behalf of the co-owners of Phase III as permitted by MCL 559.160, hereby releases and forever discharges BCW, its builders, predecessors, successors and assigns, of and from any and all payments, damages, fines, costs, fees, claims, demands, actions, causes of action, obligations, penalties and losses, known or unknown, foreseen or unforeseen, accrued or unaccrued claims now existing or hereafter arising, directly or indirectly which Association III may or could have against BCW, its builders, predecessors, successors and assigns. Association III further agrees that, until such time that a Certificate of Occupancy has been issued with regard to a residence constructed on a particular unit, BCW, its builders, predecessors, successors and assigns will not have any obligation to pay any past, current or future assessments of any kind for any units in Phase III, as BCW will be deemed a builder and entitled to the builder exemption from assessments as set forth in Article II, Section 7 of the Phase III Condominium Bylaws; provided, however, that BCW, its builders, successors and assigns shall be responsible for their proportionate share of expenses actually incurred by Association III, if any, and directly attributable to units that have not had a residence constructed upon them for which a Certificate of Occupancy has been issued. Association III will immediately discharge any liens placed on BCW's units upon BCW's payment to Association III of \$192,500.00 as set forth in Paragraph 2 above. Association III further agrees and acknowledges that BCW shall not have any obligations as it relates to the Phase III common elements except as

otherwise set forth herein as BCW is not a Developer or Successor Developer of Phase III and that Association III further releases BCW from performing any obligations of a Developer or Successor Developer under the Michigan Condominium Act, PRD, the Phase III Condominium Documents or any other State or Federal Law.

(c) Release of BCW by Association IV

Upon execution of this MOU, Association IV, for itself and on behalf of the co-owners of Phase III as permitted by MCL 559.160, hereby releases and forever discharges BCW, its builders, predecessors, successors and assigns, of and from any and all payments, damages, fines, costs, fees, claims, demands, actions, causes of action, obligations, penalties and losses, known or unknown, foreseen or unforeseen, accrued or unaccrued claims now existing or hereafter arising, directly or indirectly which Association IV may or could have against BCW, its builders, predecessors, successors and assigns. Association IV further agrees that, until such time that a Certificate of Occupancy has been issued with regard to a residence constructed on a particular unit, BCW, its builders, predecessors, successors and assigns will not have any obligation to pay any past, current or future assessments of any kind for any units in Phase IV as BCW will be deemed a builder and entitled to the builder exemption from assessments as set forth in Article II, Section 7 of the Phase III Condominium Bylaws; provided, however, that BCW, its builders, successors and assigns shall be responsible for their proportionate share of expenses actually incurred by Association IV, if any, and directly attributable to units that have not had a residence constructed upon them for which a Certificate of Occupancy has been issued. Association IV will immediately discharge any liens placed on BCW's units upon BCW's payment to Association IV of \$157,500.00 as set forth in Paragraph 3 above. Association IV further agrees and acknowledges that BCW shall not have any obligations as it relates to the Phase IV common elements except as otherwise set forth herein as BCW is not a Developer or Successor Developer of Phase IV and that Association IV further releases BCW from performing any obligations of a Developer or Successor

developer under the Michigan Condominium Act, PRD, the Phase IV Condominium Documents or any other State or Federal Law.

(12) **Entire Agreement:** This Agreement contains and comprises the entire agreement and understanding of the Parties, and there are no additional promises or terms of the Agreement among the Parties other than those set forth in this Agreement. This Agreement shall not be modified except in writing signed by each of the Parties.

(13) **Consultation with Counsel:** The Parties have fully reviewed and discussed with their respective counsel the terms of this Agreement. This Agreement is not to be construed against any Party, as all Parties are represented by counsel and have participated in settlement discussions. Based upon that review and discussion, the Parties acknowledge that they fully understand the terms of this Agreement, and that they execute this Agreement knowingly and voluntarily, and of their own free will.

(14) **Binding Effect:** This Agreement will be binding upon the Parties to this Agreement on the effective date identified below after all parties to this Agreement have executed the Agreement. All Parties, and their designated representatives identified below, are authorized to sign and bind their respective parties to the terms of this Agreement based upon duly adopted Board Resolutions of BCW, Association III, Association IV and the Township.

(15) **Governing Law and Interpretation:** This Agreement will be enforceable in a Court of competent jurisdiction, and its validity, construction, interpretation and administration will be governed by the laws of the State of Michigan and no conflicts of laws provisions of the State Michigan shall be used to construe this Agreement under any other state law. The Parties acknowledge and agree that no provision of this Agreement should be presumptively construed in favor of or against any party. In the event that any terms, conditions, or provisions of this Agreement is held to be invalid or void by any court of competent jurisdiction, such term, condition or provision shall be deemed severable from the remainder of this Agreement and shall in no way

affect any other term, condition, or provision of this Agreement. If such term, condition or provision shall be deemed invalid due to its scope or breadth, it shall be deemed valid to the extent of the scope or breadth permitted by law.

The undersigned represent that they have the authority to enter into this MOU, with an effective date of September ____, 2014

BLUE COUNTRY WALK, LLC

By: _____

Its: _____

COUNTRY WALK

III

**CONDOMINIUM
ASSOCIATION**

By: _____

Its: President

**COUNTRY WALK IV CONDOMINIUM
ASSOCIATION**

By: _____

Its: President

CHARTER TOWNSHIP OF VAN BUREN

By: _____

Its: Supervisor

and

By: _____

Its: Clerk

Charter Township of Van Buren

Agenda Item 3

REQUEST FOR BOARD ACTION

WORK STUDY MEETING DATE:
OCTOBER 20, 2014

BOARD MEETING DATE:
OCTOBER 21, 2014

Consent Agenda New Business Unfinished Business Public Hearing

ITEM (SUBJECT)	Resolution 2014-30 authorizing execution of infrastructure improvement permit with Wayne County to install emergency sirens
DEPARTMENT	Public Safety
PRESENTER	Director Gregory Laurain
PHONE NUMBER	734-699-8930
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Lt. Charles Bazzy

Agenda topic

ACTION REQUESTED	Approve Resolution 2014-30 authorizing execution of infrastructure improvement permit with Wayne County to install emergency sirens
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BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	<p>Van Buren Township is the only community in Wayne County without emergency sirens. To ensure adequate coverage throughout the Township, 13 sirens are required. The opportunity is available to utilize CDBG funding in low/mod income areas to fund the purchase of four (4) sirens; the DDA has generously offered to fund the purchase of three (3) sirens within the DDA district. The remaining six (6) sirens would need to be funded by Van Buren Township: five (5) sirens are proposed in the southern half of the Township, and one (1) siren would be placed in the northwestern most point of the Township.</p> <p>In order to install these sirens, Wayne County requires a Resolution authorizing the execution of infrastructure permits. This is the standard form that was used by Sumpter Township when Sumpter installed its sirens. The purchase and maintenance costs of these sirens will also be placed on the agenda for your approval this evening.</p>
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BUDGET IMPLICATION	NA
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IMPLEMENTATION NEXT STEP	Board of Trustees approval
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DEPARTMENT RECOMMENDATION	Approval of Resolution 2014-30
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COMMITTEE/COMMISSION RECOMMENDATION	
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ATTORNEY RECOMMENDATION	The resolution was reviewed and approved by Township attorney.
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ADDITIONAL REMARKS	
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APPROVAL OF SUPERVISOR	
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**VAN BUREN CHARTER TOWNSHIP
RESOLUTION 2014-30**

**AUTHORIZING EXECUTION OF INFRASTRUCTURE
IMPROVEMENT PERMIT WITH WAYNE COUNTY**

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 construction projects and make infrastructure improvements.

WHEREAS, pursuant to act 51 of 1951, being MCL 247.651 et seq, the County granting permits regulates such activities.

NOW, THEREFORE BE IT RESOLVED, in consideration of the County granting such permit, the Community agrees and resolves to:

- A. Accept jurisdiction and maintenance responsibility for the proposed emergency sirens, supporting poles and other necessary equipment.
- B. Indemnify, hold harmless and defend Wayne County to the extent allowed by applicable law against all law claims, suits and judgments of every name and description arising out of the construction of the proposed emergency sirens and supporting poles and equipment within the rights of way listed below:
 - 1. Belleville Rd & Lake Villa Drive GPS: N42.214226; W83.489189
 - 2. Haggerty Rd & Independence GPS: N42.225197; W83.44464
 - 3. Belleville Rd & Ecorse Rd GPS: N42.248833; W83.486275
 - 4. Cedar St & Denton Rd GPS: N42.255405; W83.524216
 - 5. Tyler Rd East of Belleville Rd GPS: N42.233963; W83.481468
 - 6. Hoeft Rd & Hull Rd GPS: N42.188663; W83.522499
 - 7. Hull Rd & Bak Rd GPS: N42.189808; W83.493340
 - 8. Martinsville Rd South of Hull Rd GPS: N42.18669; W83.46385
 - 9. Haggerty Rd South of Savage Rd GPS:N42.196518; W83.439140
 - 10. Martinsville Rd South of Huron River Drive GPS: N42.206486; W83.46553

BE IT FURTHER RESOLVED, that the following officials are authorized to sign the permit to work within the County rights of way on the listed roads on behalf of the community:

The Township Supervisor and the Township Clerk

I HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution 2014-30 adopted by the Board of Trustees of the Charter Township of Van Buren, County of Wayne, State of Michigan on October ____, 2014.

Township Supervisor

Date

Township Clerk

Date

Charter Township of Van Buren

Agenda Item: 4

REQUEST FOR BOARD ACTION

WORK STUDY MEETING DATE:

OCTOBER 20, 2014

BOARD MEETING DATE:

OCTOBER 21, 2014

Consent Agenda

New Business

Unfinished Business

Public Hearing

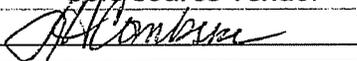
ITEM (SUBJECT)	Consider request to purchase six (6) emergency sirens from West Shore Services
DEPARTMENT	
PRESENTER	Lt. Charles Bazy
PHONE NUMBER	734-699-8930
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Director Gregory Laurain

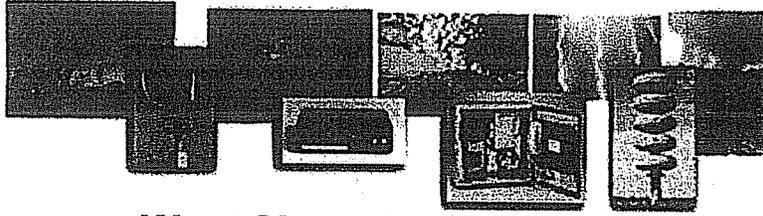
Agenda topic

ACTION REQUESTED	
<p>Approve an amount of \$122,095 for the purchase of six (6) emergency sirens for locations 5, 8, 9, 10, 11 and 12 as noted on the siren location map, the Inspection and Annual Maintenance Agreement outlined with an Initiation Date of October 22, 2014 from West Shore Services, authorize the Supervisor and Clerk to execute the Maintenance Agreement and transfer \$122,095 from fund balance to cover the partial cost of the Township Emergency Warning Signals.</p>	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
<p>Van Buren Township is the only community in Wayne County that does not have emergency warning sirens. To ensure adequate coverage throughout the Township, 13 sirens are required. The DDA has made a commitment on August 26, 2014 to do their share by approving payment for the installation of three (3) sirens within the DDA District along with the additional equipment required to activate and monitor the sirens. Additionally there is an opportunity to utilize CDBG funding to purchase four (4) sirens to be installed within the low/moderate income areas in the Township. Six (6) additional sirens would need to be purchased in order to cover the southern portion of the Township with five (5) sirens and one (1) for the northwestern most point of the Township.</p> <p>We have an opportunity to purchase sirens that match the existing community warning equipment that has been installed throughout Wayne County. Additionally, West Shore has the ability to offer the same price to match the grant equipment that was installed for Wayne County as a part of the Hazard Mitigation Grant. Van Buren can still acquire the sirens including the installation at the special pricing of \$19,450 each, provided the order is placed by November 1, 2014. After that date the cost will increase to approximately \$20,850.</p> <p>A maintenance agreement from West Shore Services is included for your review. Option #1 is \$300 per site for an annual cost of \$3,900. Option #2 is \$415 per site for an annual cost of \$5,395. Both options include inspection and preventative maintenance but Option #1 <i>does not</i> include battery replacement. Generally Option #2 is the most popular because there is no need to worry about the varying costs of battery replacement, it has already been factored into the cost. West shore also provides a technician with a bucket truck and a check sheet is completed for each siren location on an annual basis.</p>	

There is a Federal warranty on the equipment for two (2) years parts and labor, the siren head is warranted for five (5) years and West Shore's installation carries a five (5) year warranty.

West Shore Services is the exclusive representative for Federal Warning systems in the state of Michigan. All service technicians are factory trained. Their service staff has over 180 years combined experience installing and repairing outdoor warning equipment. Units will be furnished, delivered and installed by a single source company. West Shore Services will provide all warranty and regular service. No other supplier can provide Van Buren Township with this total capability.

BUDGET IMPLICATION	General Fund 122,095, DDA \$73,230, CDBG \$77,800
IMPLEMENTATION NEXT STEP	Place order
DEPARTMENT RECOMMENDATION	approval
COMMITTEE/COMMISSION RECOMMENDATION	n-a
ATTORNEY RECOMMENDATION	
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	Items Included: <ul style="list-style-type: none"> • Agreement for Inspection and Annual Preventative Maintenance • Location Map • Davis-Bacon Act compliance • Sole source vendor
APPROVAL OF SUPERVISOR	



**West Shore Services, Inc.
Warning Systems Division**

6620 Lake Michigan Drive • P.O. Box 188 • Allendale, MI • 49401
800.632.6184 • 616.895.4347 • Fax: 616.895.7158 • WWW.WESTSHOREFIRE.COM
24/7 Emergency Service Number: 616.242.6745

**Agreement for Inspection and Annual Preventative Maintenance
For Outdoor Warning Equipment**

Initiation Date: October 22, 2014

The following is an Annual Preventative Maintenance Agreement between West Shore Services, Inc. (WSS) and the **Charter Township of Van Buren** (customer). The agreement covers annual inspection and preventative maintenance only for the siren(s) and associated controls listed on *Attachment A*.

New sirens added to the customer's system will automatically be added to *Attachment A* the year following the installation, unless the customer notifies WSS otherwise.

This agreement will renew annually unless either party gives notification of intent to amend or discontinue at least 30 days prior to the annual renewal date. The following work is included under this agreement:

1. Annual inspection and testing of each remote siren site including the following:

Visual Inspection of:

- Grounding system(s) and junctions
- AC Service, Disconnect, Fuses and Breakers
- Utility Pole (Condition and Level)
- Conduits and weather seals
- Electrical connections and junctions
- AC Surge Protection
- Cabinets, Housings and Coated Surfaces

Inspect and Service:

- Grease and Transmission Fluid Levels
- Belts, Gears and Clutch Tension
- Motors and Collector Bushings
- High Current Relay(s)/Contactor(s)

Test and Adjust:

- RF Controller and Radio Communications Integrity (If so equipped)
- Antenna System
- Current Sensors (If so equipped)
- Rotation Transmission Inspection/Testing (If so equipped)

Inspect and Test on DC systems: (If so equipped)

- Transformer Rectifier
- DC Chargers, Regulator settings and Limiting Circuit(s)
- Batteries (If so equipped)

2. All labor, material, equipment use and travel expenses required to complete the annual inspection and preventative maintenance work.
3. Any needed repairs that are discovered during the inspection and preventative maintenance process that take less than fifteen (15) minutes and require less than ten dollars (\$10.00) worth of parts, will be completed at the time we are on site at **no additional charge**. Repairs that **exceed** these parameters are not covered under this agreement and an estimate to complete any additional repairs will be submitted for customer approval prior to completing the work.
4. A completed copy of each site inspection report will be forwarded for customer's records.
5. Recommendations for any additional repairs or upgrades including a cost estimate to complete the work.
6. Including Battery Replacement: This agreement includes battery replacement every four years for AC/DC systems during annual preventative maintenance process. For existing systems, the cost for batteries, miscellaneous material and labor will prorated by the number of years left before the next scheduled battery replacement.

Four Year Agreement Period 2014-2017

The number of 2001-130 Sirens: (13) at \$415.00 per site annually (w/battery replacement) is **\$5,395.00**

Total Annual Cost for this agreement is: \$ 5,395.00

Payment

Payment for work completed under this agreement is due 30 days from the time you have received an invoice showing that the annual inspection and preventative maintenance work has been completed. Customer copies of the site inspection reports will be forwarded with the invoice.

For: West Shore Services, Inc.

For:

Printed Name:

Printed Name:

Nancy Williams-Service Coordinator

Charter Township of Van Buren

Signature

Signature

Linda Combs, Township Supervisor

Signed _____ 2014

Leon Wright, Township Clerk

Signed _____ 2014

Appendix A – Siren Site List

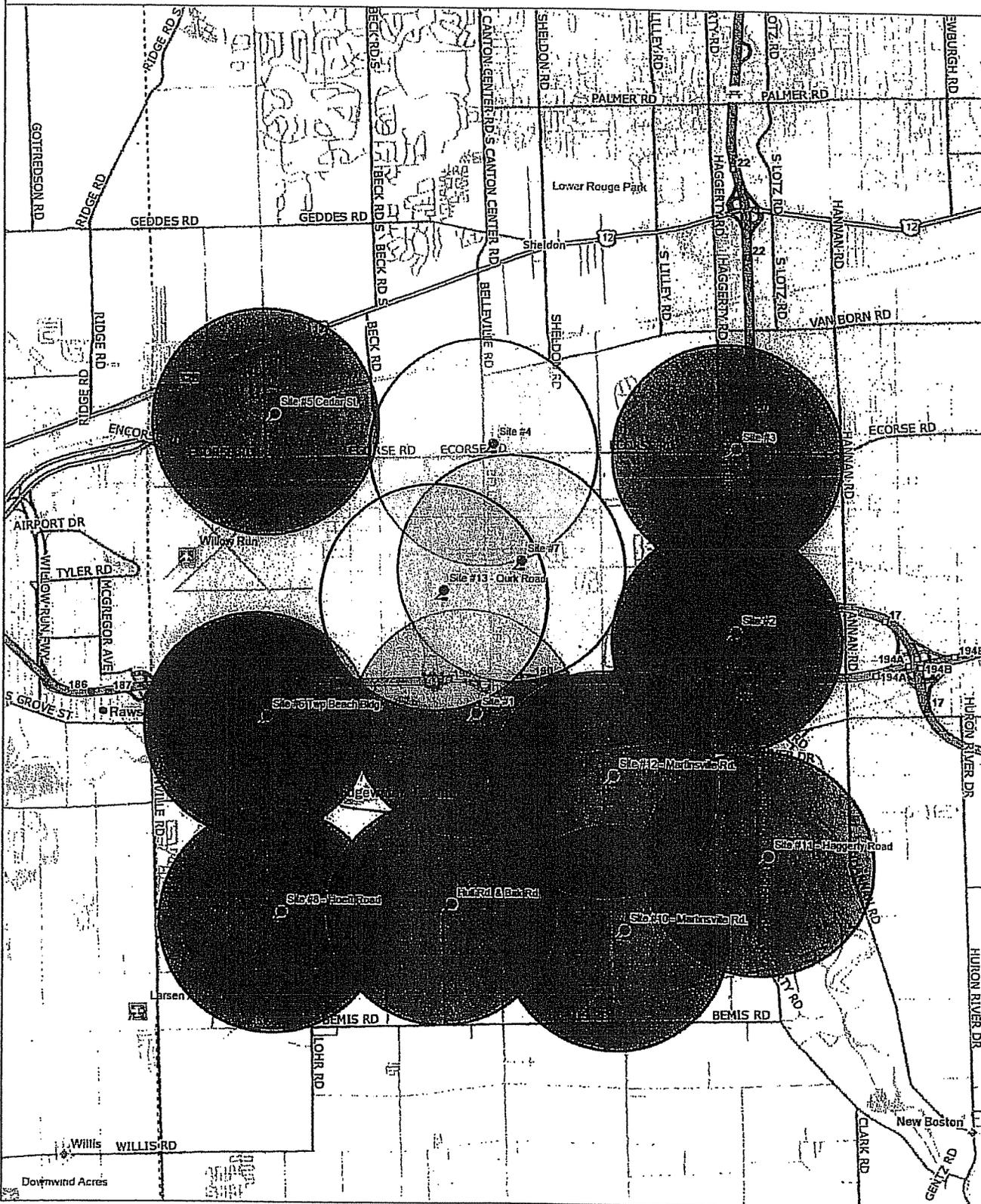
For Inspection and Annual Preventative Maintenance Agreement

Municipality:

Agreement Period 2014-2017

SITE	STREET ADDRESS	LOCATION DESCRIPTION	BRAND	MODEL	MOUNT
001					Pole
002					
003					
004					
005					
006					
007					
008					
009					
010					
011					
012					
013					

an Buren Township - North & South Sites - 3 Color - Revised 9/19/



Data use subject to license.

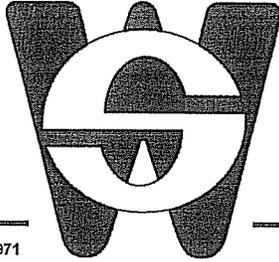
© DeLorme, DeLorme Street Atlas USA® 2010.

www.delorme.com

112
N 87° (7.1° W)

Scale 1 : 75,000

1" = 1.18 mi Data Zoom 11-4



West Shore Services, Inc.

Jeffrey J. DuPilka – President

6620 Lake Michigan Drive, P.O. Box 188, Allendale, MI 49401
Phone: 616-895-4347 ext. 112 Fax: 616-895-7158

Est. 1971

August 26, 2014

Van Buren Township
Attn: Lt. Charles Bazy
46425 Tyler Road
Van Buren Twp., MI 48111

Dear Chip:

This will confirm that West Shore Services will comply with the Davis-Bacon Act for any work completed in the CDBG area. We will have records available for audit and will fill out any compliance forms you require for the project.

If you need anything further please let me know.

Sincerely,

A handwritten signature in black ink that reads "Jeffrey J. DuPilka". The signature is written in a cursive, flowing style.

Jeffrey J. DuPilka
President

JJD/cs

2001-130 Siren

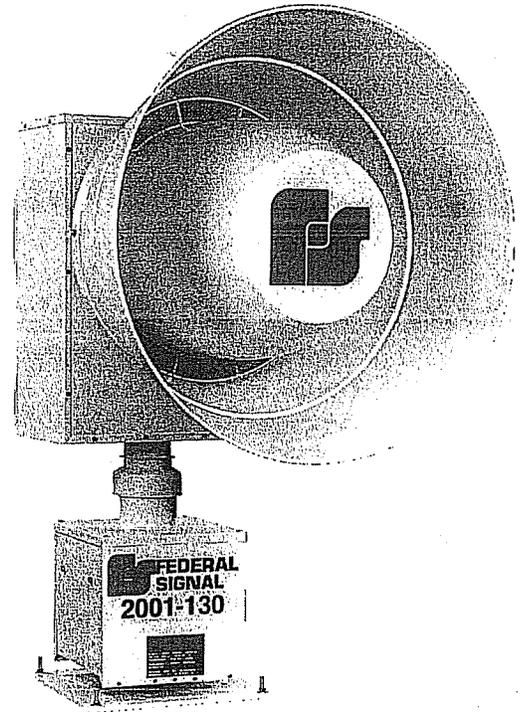
Features

- **130 dB(C) output**
- **Directional, rotating siren for maximum coverage**
- **Three distinct warning signals**
- **Full battery operation or battery back-up**
- **Maintenance-free sealed bearing motors**
- **Weather-resistant coating**
- **Ideal for outdoor warning**
- **5-year limited warranty**

The Federal Signal 2001-130 public siren is a high power, rotating, uni-directional outdoor warning siren that offers an anechoic certified signal strength of 130 dB(C) +/- 1 dB(C) at 100-ft. The high-decibel output provides maximum coverage with minimum installation cost. Radio activation can further minimize installation costs by eliminating the need for leased dedicated control lines.

The siren's projector produces a 60-degree projection of sound which rotates at 3 RPM and can produce three distinct warning signals: steady, wail and fast wail. The 2001-130 siren will supply a minimum of 15 minutes of full power output from its batteries after AC power loss. The siren controls are available with battery operation, AC operation, and AC operation with battery back-up, one-way and two-way radio control, wired or wireless ethernet, satellite/cellular or landline.

Ideally suited to provide warning for hazardous weather conditions, fires, floods, chemical spills and other types of emergencies, the 2001-130 siren is a perfect choice to protect any community.



 **FEDERAL SIGNAL**
Safety and Security Systems
Advancing security and well being.

2001-130 Siren Specifications

Power Requirements*

Siren Motor 48V (DC or full wave rectified AC) 110A (nom.)

Rotator Motor 48V (DC or full wave rectified AC) 1A (nom.)

Wiring

Siren Motor 2 AWG

Rotator Motor 12 AWG

Motor Type

Siren Series wound DC 6 Hp

Rotator Permanent magnet DC 1/8 Hp

Signal Information

Signal	Frequency Range	Sweep Rate
Steady	790 Hz	N.A.
Wail	470-790 Hz	10 sec.
Fast Wail	600-790 Hz	3.5 sec.
Signal Duration	3min. std. (programmable)	
Signal Output (SPL)	130 dB(C) +/- 1 dB(C) at 100' (30.5 m) 6400 feet Effective Range at 70dB(C)	
Rotation	3 RPM	

Dimensions

Height x Width x Depth 55" x 37" x 41"
140cm x 94cm x 10cm

Weight

Shipping Weight 450 lbs. (205 kg)

Environmental

Operating Temperature -30°C to +60°C**

* Power requirements refer to the power supplied by the batteries or optional AC operation through 2001TRB.

** The siren can operate throughout this temperature range provided that battery temperature is maintained at 18°C or higher.

Ordering Information*

Siren Motor Rotating electro-mechanical Siren 130 dB(C) +/- 1dB(C), 48VDC, pole mount included

2001AC¹ AC operated motor control, 208 or 220/240VAC (specify voltage) NEMA 3R control cabinet, two 48VDC contactors and transformer/rectifier, 182 lbs. 53 kg

2001DC^{1,2} 120VAC motor control, NEMA 4 control cabinet, four chargers, two 48VDC contactors and NEMA 3R battery cabinet. 224 lbs. 102 kg

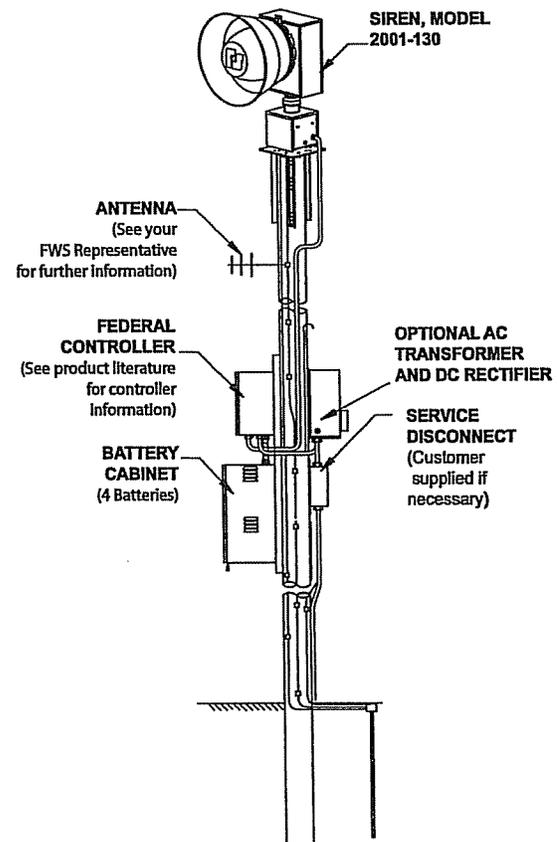
Landline Option

2001HR Rotator holding relay for use with external timer

* 2001-130 Siren requires a Federal Controller such as FC or DFCB (See controller product literature)

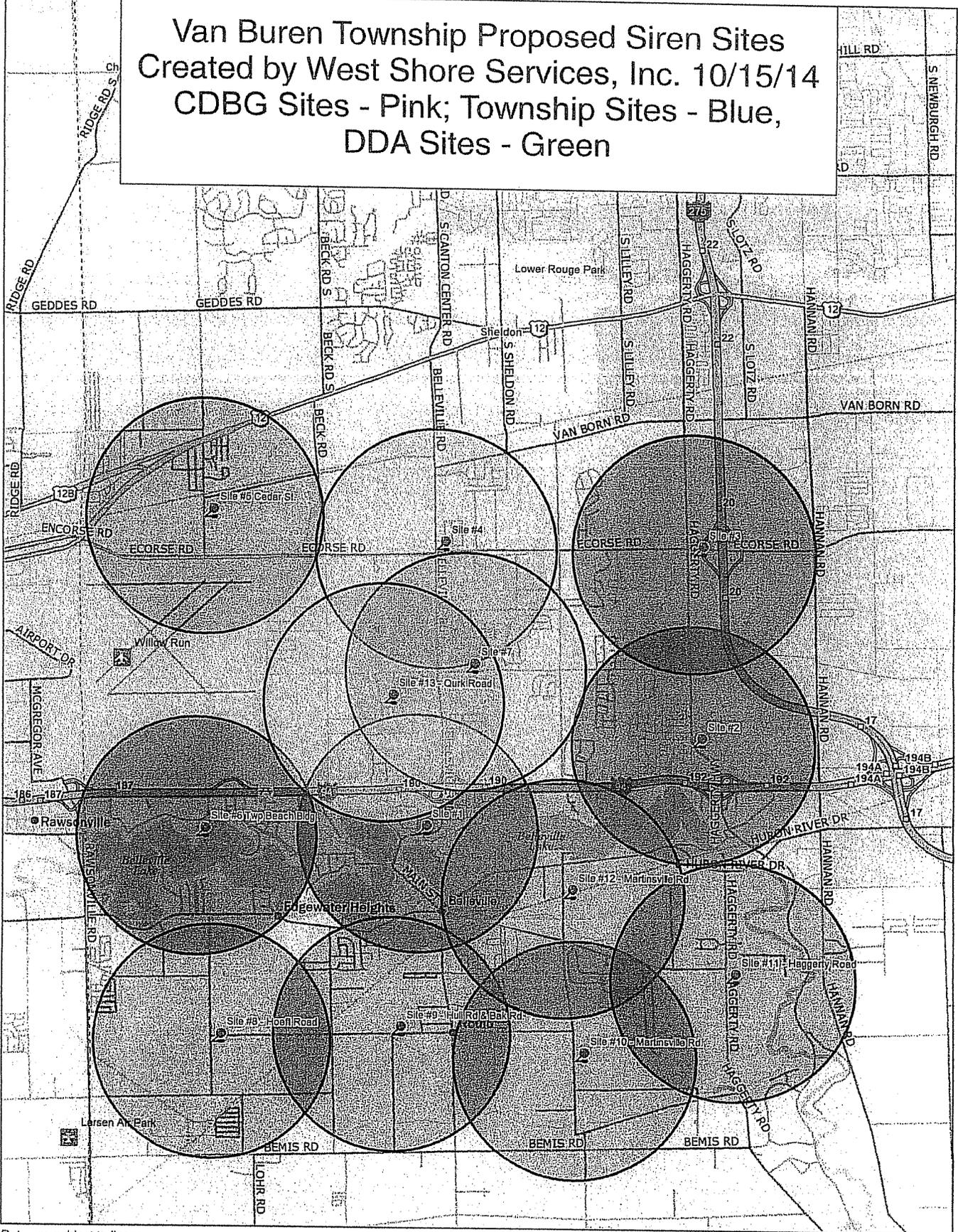
¹ For use with Electro-mechanical sirens. Antenna and cable are not included with any radio activation control and must be purchased separately. (See your sales representative)

² Batteries not included.



FEDERAL SIGNAL
Safety and Security Systems
Advancing security and well being.

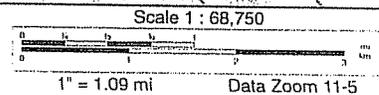
Van Buren Township Proposed Siren Sites
 Created by West Shore Services, Inc. 10/15/14
 CDBG Sites - Pink; Township Sites - Blue,
 DDA Sites - Green



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Charter Township of Van Buren

Agenda Item: 5

REQUEST FOR BOARD ACTION

WORK STUDY MEETING

DATE: OCTOBER 20, 2014

BOARD MEETING

DATE: OCTOBER 21, 2014

Consent Agenda x

New Business _____

Unfinished Business _____

Public Hearing _____

ITEM (SUBJECT)	Consider approval of organizational chart
DEPARTMENT	HR
PRESENTER	Supervisor Combs
PHONE NUMBER	734-699-8910
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

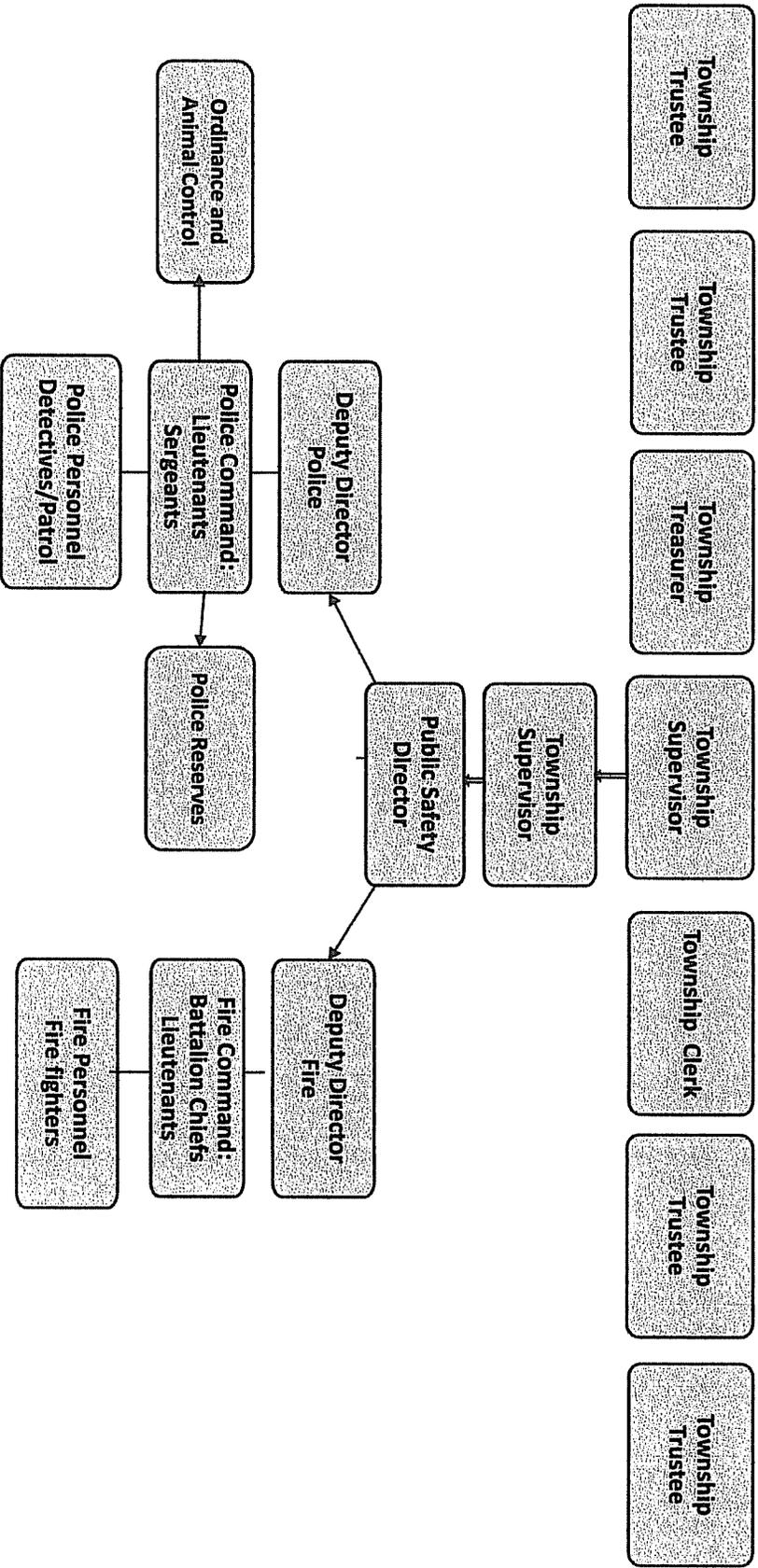
Agenda topic

ACTION REQUESTED	
Approve the organizational chart for Public Safety Department	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	

BUDGET IMPLICATION	NA
IMPLEMENTATION NEXT STEP	
DEPARTMENT RECOMMENDATION	Yes
COMMITTEE/COMMISSION RECOMMENDATION	
ATTORNEY RECOMMENDATION	
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	See attached organizational chart for additional information.
APPROVAL OF SUPERVISOR	<u><i>Combs</i></u>



Van Buren Township Department of Public Safety Organizational Chart



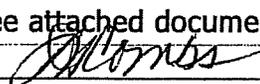
Charter Township of Van Buren

REQUEST FOR BOARD ACTION

Agenda Item 6 / 20

WORK STUDY MEETING DATE:
OCTOBER 6, 2014
BOARD MEETING DATE:
OCTOBER 21, 2014

New Business

ITEM (SUBJECT)	Public Safety Deputy Director – Police
DEPARTMENT	Police Department, Public Safety
PRESENTER	Supervisor Combs
PHONE NUMBER	734-699-8910
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Director Gregory Laurain
Agenda topic	
ACTION REQUESTED	
Consider approval of the Job Description and Personal Services Agreement between Jason Wright and the Township, and authorize Supervisor Combs and Clerk Wright to execute the agreement.	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
When the Public Safety Director position was filled in 2013, the Township began working to fill a second-in-command position. The Township has long-awaited this approval for a second in command for the Public Safety Director for the police department.	
Jason Wright comes to us from the City of Wayne, where he serves as the City’s present Police Chief. He has worked for the City of Wayne for over 21 years (since 1993), rising up the ranks from Police Officer, Sergeant, Lieutenant, Detective Lieutenant to Chief of Police, where he has served for four years.	
Jason Wright has a trusted reputation and a proven track record of performance. His education includes graduation from Northwestern University’s School of Poilice Staff and Command, a Bachelor’s degree from Eastern Michigan University in Criminology, and graduation from the FBI National Academy.	
Additionally, Jason serves as the Vice President of the Wayne County Chiefs Association and is an Executive Board Member of the FBI National Academy Michigan Chapter.	
BUDGET IMPLICATION	Salary of \$75,000 No change to the budget is required; upon approval of the contract, Mr. Wright would not begin work until the beginning of November, so sufficient funding remains within the current budge.
IMPLEMENTATION NEXT STEP	Execution of Personal Services Agreement
DEPARTMENT RECOMMENDATION	
COMMITTEE/COMMISSION RECOMMENDATION	
ATTORNEY RECOMMENDATION	Yes
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	See attached documentation for further information.
APPROVAL OF SUPERVISOR	

Charter Township of Van Buren, MI

Job Description

Deputy Director of Police

Job Summary

General Statement of Duties:

This position is responsible for the overall administrative direction and control of police operations (Patrol, Support Services, Communications and Animal Control or any other Bureau or Division identified in the Department Organization Chart). This position will provide highly responsible and complex administrative support to the Director of Public Safety. Work requires the use of reasoned judgment and specialized knowledge and skills in appraising the effectiveness of police and administrative techniques. Work is performed in accordance with established policies and procedures, but much latitude exists for the exercise of judgment and discretion. The position serves as second-in-command of the Police Department, reports to the Director of Public Safety and fills in for the Director of Public Safety for police matters in his/her absence.

Essential Duties and Responsibilities

A Deputy Director of Police may be called upon to do any or all of the following: (These examples do not include all of the tasks which the employee may be expected to perform.)

- Assuming management responsibility for all services and activities within the police division
- Providing responsible staff assistance to the Director; prepare and present staff reports and other necessary correspondence
- Selecting, training, motivating and evaluating police personnel; providing or coordinating staff training; working with employees to correct deficiencies; administering disciplinary action; recommending termination procedures; preparing and reviewing performance appraisals of assigned and/or staff within a division
- Assisting in developing and administering a variety of training programs relative to assigned law enforcement activities
- Planning, directing, coordinating and reviewing the work plan for the Police Department; meeting with staff to identify and resolve departmental problems; assigning work activities, projects and programs; monitoring work flow; reviewing and evaluate work products, methods and procedures
- Maintaining proficiency in firearms and law enforcement equipment training and required annual certifications

- Overseeing maintenance and repair work orders; inspecting equipment regularly; maintaining appropriate inventory levels of supplies and materials; assisting in monitoring facility maintenance; prepare bid specifications for major equipment and supplies acquisitions; preparing purchase orders and requisitions as necessary
- Monitoring and evaluating the efficiency and effectiveness of service delivery methods and procedures; assessing and monitoring work load, administrative and support systems and internal reporting relationships; identifying opportunities for improvement and review with the Director of Public Safety
- Managing and participating in the development and implementation of goals, objectives, policies, and priorities for the assigned section; identifying resource needs; recommending and implementing policies and procedures; meeting with administrative staff regularly to discuss future plans and progress toward goals and objectives
- Ensuring that personnel are aware of and comply with policies and procedures, rules and regulations assigned by the Director; creating and maintaining records to show policy compliance
- Communicating and defending departmental programs, policies and activities to the media, other Township departments, the Township Board, and concerned citizens
- Interpreting and applying federal, state and local policies, procedures, laws and regulations
- Participating in the development and administration of the budget for the assigned area of responsibility; directing, monitoring and approving expenditures and recommending necessary adjustments for the overall department budget; forecasting of additional funds needed for staffing, equipment, materials and supplies; preparing and administering grant applications and seeking other funding sources/programs
- Supervising the application for and administration of federal, state, and local grants
- Oversee the purchase requisition process relating to assigned function, personnel orders, leave requests, payroll and other administrative functions
- Preparing agenda items for Township Board action
- Assist in negotiating and writing contracts for supplemental services; preparing contracts for Township Board Resolution and ensuring the process is completed
- Serving as a liaison for the Police Department with other Township service areas and units, Township Board, outside agencies and citizen groups; negotiate and resolve significant and controversial issues
- Responding to inquiries from elected Township Officials
- Working with union and Township officials to develop and administer contracts and resolve grievances; meeting with union representatives to identify potential problems within the Department and develop a plan of action
- Developing contacts with other Police Executives and meet on a regular basis to enhance police services in the County

- Responding to and resolving difficult and sensitive citizen inquiries and complaints
- Conducting a variety of organizational studies, investigations and operational studies; recommending modifications to assigned programs, policies and procedures as appropriate
- Overseeing the custody, care and treatment of criminals
- In the absence of the Director, assists the Fire Chief as needed to ensure effective fire operations
- In the absence of the Director and Fire Chief, assume the responsibilities of the Director of Public Safety, following identified protocols

Related Work

- Review, verify and approve police reports
- Complete assignments directed by Director of Public Safety
- Attend and participate in community, departmental committee and staff meetings
- May review and interpret contract disputes and assist in contract negotiations as necessary
- Work and accept responsibility to search for, create and execute new and innovative approaches to improve the performance of Township services and objectives
- Assist external and internal customers to serve their needs and take responsibility for continuously improving customer service
- Foster meaningful interaction among people through the exchange of information to produce understanding
- Continuously develop and use effective strategies and interpersonal styles to engage and guide others towards the accomplishment of identified objectives and goals in the best interest of the Township and community
- Consistently work toward the common good of the organization and encourage others to do the same
- Conduct him/herself at all times in a professionally appropriate and respectful manner
- Apply the proper safety/security practices according to established protocols, guidelines and policies

Knowledge of:

- Specialized communication equipment
- Organization and management practices as applied to the analysis and evaluation of programs, policies and operational needs
- Safe work practices and procedures
- Basic principles and practices of municipal budget preparation and administration
- Personnel management policies and procedures including rules and regulations and contract administration

- Principles of supervision, training and performance evaluation
- Advanced law enforcement principles and the criminal justice system
- Use of firearms and other police equipment
- Fire and EMS knowledge
- Operational characteristics, services and activities of a comprehensive patrol or investigations program
- Policies and procedures and the Police Department
- Technical and administrative aspects of crime prevention and law enforcement including investigation and identification, patrol, traffic control, records management, care and custody of persons and property and environmental protection.
- Pertinent federal, state, and local laws, codes and regulations
- Modern office procedures, methods and computer equipment
- English usage, spelling, grammar and punctuation
- Business letter writing and basic report preparation
- Principles and procedures of record keeping
- Applicable union contracts
- Budget administration and preparing administrative and financial reports

Skills and Ability to:

- Operate specialized police communications equipment
- Work under stress and use good judgment in emergency situations
- Plan, organize, and manage time effectively
- Resolve a variety of situations characterized by conflict or danger
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals
- Assess emergency circumstances and develop, implement and direct appropriate response strategies
- Manage critical incidents and high-risk situations
- Use defensive tactics to protect self and others
- Safely use, operate, and care for firearms, department vehicles and other technical equipment
- Work in or around dangerous, unpleasant, and offensive environments
- Apprehend or subdue potentially violent or dangerous persons or animals
- Demonstrate physical strength and agility in order to perform duties as assigned
- Establish and maintain effective working relationships with those encountered in the course of work
- Work cooperatively, courteously, but firmly with all segments of the public
- Read, interpret, and apply complex laws, procedures and policies
- Communicate clearly and concisely in the English language by phone, police radio system, within a group, or one-to-one setting
- Produce written documents in the English language with clearly organized thoughts using proper sentence structure, punctuation and grammar
- Comprehend basic math, apply and interpret statistical data

- Plan, assign, direct and review the work of others
- Utilize computer hardware and related software applications
- Demonstrate best practices in report preparation, filing methods and records management techniques
- Provide administrative and professional leadership and direction for the management of a patrol shift, the investigations function, or administrative services functions
- Research, analyze, and evaluate new service delivery methods, procedures and techniques
- Manage and coordinate the work of supervisory, technical and clerical personnel
- Delegate authority and responsibility
- Select, supervise, train and evaluate staff
- Establish and maintain cooperative working relationships with those contacted in the course of work including Township and other government officials, community groups, and general public and media representatives
- Interpret and apply federal, state and local policies, procedures, laws and regulations

Required Training, Education and Experience (position requirements at entry)

- Bachelor's degree in criminal justice, police science, public administration, public safety administration or a related field from an accredited college or university
- Ten or more years of progressively responsible experience in law enforcement including minimum of three years of supervisory and five years of administrative experience in a law enforcement setting
- Graduation from Northwestern University or EMU School of Police Staff and Command, or the MACP New Chief School

Interest in Obtaining

- Training in various capacities within the department
- Graduate of the FBI National Academy
- Certification as Firefighter I and II along with Hazmat certification
- MFR (Medical First Responder) Training

Licensing Requirements (position requirements at entry)

- Possession of a valid Michigan driver's license
- Certification as a police officer by the MCOLES

Physical Requirements (position requirements at entry)

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential duties of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

Climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, driving, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing, seeing and repetitive motions.

Travel across rough, uneven and rocky surfaces when gathering evidence, apprehending suspects, or securing a crime scene. Remain in standing or sitting position for extended periods of time. Work in a variety of weather conditions with exposure to the elements. While performing the essential functions of this position the member is occasionally exposed to work near moving mechanical parts, work in high precarious places, fumes or airborne particles, toxic or caustic chemicals, and handling calls dealing with explosives.

Exposure to unknown health conditions from contacts with individuals or animals with contagious and communicable diseases. Occasional exposure of work time to hazardous situations which involve armed or physically violent persons or handling mentally or emotionally disturbed persons.

While performing the essential functions of this job the incumbent is frequently required to stand, walk, run, drive, sit, use hands to finger, handle, or feel, talk, or hear, and lift and/or move objects up to 50lbs. The incumbent is occasionally required to lift and/move objects more than 100 lbs.

Work time may require irregular hours and shifts; at times voluntary and involuntary call back to duty on short notice may be necessary

Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.

Charter Township of Van Buren

Agenda Item: 7

REQUEST FOR BOARD ACTION

WORK STUDY MEETING DATE: 10/20/14

BOARD MEETING DATE: 10/21/14

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

ITEM (SUBJECT)	Consider Granting Special Land Use Approval to McDonald's
DEPARTMENT	Developmental Services
PRESENTER	Patrick Sloan, McKenna Associates
PHONE NUMBER	(248) 596-0920
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

Agenda topic

ACTION REQUESTED

Grant Special Land Use approval to McDonald's for a second drive-through lane it proposes to construct at its existing restaurant at 2193 Rawsonville Road.

BACKGROUND - (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)

The site is zoned C-1, General Business and a drive-through restaurant is only permitted after the Township Board approves a Special Land Use. McDonald's currently operates a fast-food restaurant with a drive-through on the site. Under the proposed changes, the use would remain the same as existing but the drive-through is proposed to be expanded to include a second order station.

The Township granted Special Land Use approval in December 2012 and Final Site Plan approval in January 2013 for similar renovations to the existing McDonald's at 2193 Rawsonville Road. The applicant did not commence the renovations within the timeframe allowed by the Zoning Ordinance, and those approvals have expired. The applicant now wants to do the work and has reapplied for Special Land Use and Site Plan approval.

At the October 8, 2014 Planning Commission meeting, the Planning Commission held a public hearing and recommended approval of the Special Land Use, subject to site plan approval. The proposed Planning Commission minutes of this meeting, as well as the consultant review letters, are enclosed for your review. The Planning Commission will consider Final Site Plan approval at its meeting on October 22, 2014.

BUDGET IMPLICATION

None.

IMPLEMENTATION NEXT STEP

Provide Special Land Use decision to Planning Commission

DEPARTMENT RECOMMENDATION

Approval of Special Land Use permit, subject to site plan approval.

COMMITTEE/COMMISSION RECOMMENDATION

Approval of Special Land Use permit, subject to site plan approval.

ATTORNEY RECOMMENDATION

N/A

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

ADDITIONAL REMARKS

APPROVAL OF SUPERVISOR



October 1, 2014

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

Subject: VBT-14-021 SLU; Rawsonville McDonald's, 2193 Rawsonville Road; Special Approval Review #1; Plans Dated February 12, 2013; Received September 11, 2014

Dear Commissioners:

The Township granted special approval in December 2012 and final site plan approval in January 2013 for renovations to the existing McDonald's at 2193 Rawsonville Road. The applicant did not commence the renovations within the time frame allowed by the Zoning Ordinance, and those approvals have expired. He now wants to do the work and has reapplied. A new public hearing and approvals by the Township Board and Planning Commission are required.

The use would remain the same as existing – a fast-food restaurant with a drive-through component - but the drive-through is proposed to be expanded to include a second order station. The site is zoned C-1. Drive-through restaurants are permitted by special approval in C-1 Districts.

COMMENTS

We have reviewed the application and plans submitted. The plan set provided is slightly different from that reviewed by the Planning Commission for special approval in 2012; rather it is a subsequently prepared "construction drawings" set. There are several slight differences but none affect the overall use.

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

1. **Definition of Use.** The Zoning Ordinance defines the proposed use as a drive-in restaurant because a driveway approach is designed and used to serve patrons remaining in their motor vehicles. Therefore, the requirements for drive-in restaurants are applicable to the current application. For purposes of the Ordinance, drive-in and drive-through restaurants are considered one and the same.
2. **Requirements for Special Approval.** Both the discretionary and non-discretionary standards of the Ordinance are considered below.
 - a. **Promotes the use of land in a socially and economically desirable manner for those persons who will use the proposed land or activity; for those landowners and residents who are adjacent; and for the Township as a whole.** The site is located in the business district near the I-94/Rawsonville Road interchange. The existing drive-through use has been in its present location for many years. The proposed expansion involves reinvestment in the existing commercial property, which is economically desirable for the community. The proposed changes to the site would improve the use's compliance with the Zoning Ordinance, including adding required parking spaces for trucks and RVs that may come from I-94.

- b. **Is necessary for the public convenience at that location.** The location near I-94 makes the drive-through restaurant convenient for commuters, Township residents and travelers. The expanded drive-through will accommodate more customers and potentially speed up service.
- c. **Is compatible with adjacent uses of land.** The C-1 district is a general commercial district, permitting a variety of uses. There are other nearby drive-through and sit-down restaurants. Landscaping and other elements on the site are being upgraded to comply with the Zoning Ordinance. The use will retain the wooded area between the restaurant and Belleville Lake.
- d. **Is designed, located, and proposed to be operated so that the public health, safety, and welfare will be protected.** The expanded drive-through will likely improve on-site traffic flow. Additionally, new public amenities in the form of a bench and bicycle parking will be added to the site. The use does not pose any hazard to the public health, safety, and welfare of Township residents.
- e. **Can be adequately served by public services and facilities without diminishing or adversely affecting public services and facilities to existing land uses in the area.** The site's demand for public services and facilities will not change.
- f. **Will not cause injury to other property in the neighborhood in which it is to be located.** The site improvements could decrease traffic congestion at the drive-through, and will bring other elements of the site into compliance with the Zoning Ordinance. The expanded use will not cause increase injury to the neighborhood.
- g. **Considers the natural environment and helps conserve natural resources and energy.** As part of site plan approval, the renovations will be required to bring the site into compliance with the landscaping standards in the Zoning Ordinance. This will result in additional trees on the site. Otherwise, the impacts of the site on the environment, including nearby Belleville Lake, will not change.
- h. **Is within the provisions of uses requiring special approval in the zoning district, is in harmony with the purposes and conforms to the applicable regulations of the zoning district, and meets applicable site design standards for special approval uses.** Section 12.03.d. includes specific standards for drive-in restaurants in the C-1 District. The proposal's compliance with these standards is evaluated below.
 - i. **Entrances and exits must be 100 feet from the intersection of any two streets.** The restaurant's curb cut connects to Rawsonville Road directly across from Grove Street at a signalized intersection. This is an existing non-conformity that was specifically required by the Road Commission in 1997, and has been effective for traffic flow because McDonald's patrons are able to use the traffic light.
 - ii. **Must have direct access to a major thoroughfare.** The site has direct access to Rawsonville Road, a major thoroughfare.
 - iii. **No lighting or illuminated display shall reflect onto a residential zone.** While there are residential uses to the south of the restaurant, they are buffered by a wooded lot. The site's photometrics conform to Ordinance requirements. No light will reflect into the residential areas.

- iv. **Consideration must be given to proximity of existing places of congregation of children regarding traffic safety and sanitation.** Large numbers of children are unlikely to congregate in the area impacted by the drive-through. The lessening of drive-through created congestion will also improve site safety.

- v. **Is related to the valid exercise of the Township's police power and purposes which are affected by the proposed use or activity.** The proposed use will be consistent with the Township's police power, provided that appropriate findings are made to support such a decision.

RECOMMENDATION

The proposal meets the criteria for special approval. Therefore, subject to site plan approval, we recommend the Planning Commission recommend special approval to the Township Board.

Respectfully submitted,

McKENNA ASSOCIATES



Sara J. Hodges, AICP, IAP2
Senior Vice President

cc: URS Corporation, 27777 Franklin Road, Suite 2000, Southfield, MI 48034

**CHARTER TOWNSHIP OF VAN BUREN
PLANNING COMMISSION
October 8, 2014
MINUTES**

Chairperson Thompson called the meeting to order at 7:30 p.m.

ROLL CALL:

Present: Johnson, Kelley, Budd, Franzoi and Thompson.

Excused: Boynton and McKenna.

Staff: Secretary Harman.

Planning Representatives: McKenna Associates, Sally Hodges.

Audience: Three.

APPROVAL OF AGENDA:

Motion Johnson, Franzoi second to approve the agenda of October 8, 2014 as amended moving agenda item C. Open Public Hearing before item A. Presentation by Applicant under the Public Hearing. Motion Carried.

APPROVAL OF MINUTES:

Motion Franzoi, Johnson second to approve minutes from September 10, 2014 as presented. Motion Carried.

PUBLIC HEARING:

ITEM # 1

CASE# SLU 14-021

TITLE:

THE OWNER, SCOTT POWLUS (MCDONALDS USA, LLC), IS REQUESTING APPROVAL FOR THE CONSTRUCTION OF AN ADDITIONAL DRIVE-THROUGH LANE AND OTHER SITE CHANGES. A DRIVE-THROUGH RESTAURANT IS A SPECIAL LAND USE IN THE C-1 DISTRICT, AND A PROPOSED CHANGE TO THE SPECIAL LAND USE REQUIRES A PUBLIC HEARING. THIS HEARING IS BEING HELD IN ACCORDANCE WITH SECTION 12.03 (PERMITTED USES WITH SPECIAL APPROVAL) OF THE ZONING ORDINANCE.

LOCATION:

PARCEL NUMBER V125-83-074-01-0001-008, ALSO KNOWN AS 2193 RAWSONVILLE ROAD (MCDONALDS), IS THE SUBJECT OF THIS HEARING. THE SITE IS APPROXIMATELY 2.7 ACRES AND IS LOCATED IN THE C-1, GENERAL BUSINESS ZONING DISTRICT. THIS SITE IS LOCATED ON THE EAST SIDE OF RAWSONVILLE ROAD, SOUTH OF I-94.

Motion Kelley, Johnson second to open the public hearing. Motion Carried.

Attorney Paul Langstrom of Dykema Gossett Law Firm gave the presentation for the applicant. The project is to construct a side-by-side drive-through to improve the site by preventing car stack up and improving the appearance. The applicant presented the same project approximately 2 years ago and obtained approval in early 2013. Due to unforeseen circumstances, the project did not commence. The applicant is ready to move forward with the same project as previously presented, the project will take 2-3 weeks to complete.

Motion Franzoi, Johnson second to close the public hearing. Motion Carried.

NEW BUSINESS:

ITEM # 2 CASE# SPR 14-021 & SLU 14-021
TITLE: MCDONALDS USA, LLC
LOCATION: PARCEL NUMBER V125-83-074-01-0001-008, ALSO KNOWN AS 2193
RAWSONVILLE ROAD.

Attorney Paul Langstrom of Dykema Gossett Law Firm gave the presentation for the applicant. The parking chart has been corrected on the plans to show 44 parking spaces. The applicant would like to come back as early as the 10-22-14 Planning Commission meeting for final approval to begin work before snow arrives.

Sally Hodges of McKenna Associates presented the special use review letter dated 10-1-14 recommending the Planning Commission recommend special approval to the Township Board.

Sally Hodges of McKenna Associates presented the preliminary site review letter dated 10-1-14 recommending preliminary site plan approval subject to the 7 conditions in the letter being completed prior to final site approval.

No comments from Commissioners or the audience.

Motion Kelley, Johnson second to recommend to the Township Board of Trustees special land use approval to McDonalds USA, LLC located at 2193 Rawsonville Road, referencing the McKenna Associates review letter dated 10-1-14. (letter attached)

Roll Call:

Yays: Kelley, Budd, Johnson, Franzoi and Thompson.

Nays: None

Excused: Boynton and McKenna.

Motion Carried.

Motion Johnson, Franzoi second to grant preliminary site plan approval to McDonald's USA, LLC for the construction of an additional drive-through lane and other site changes located at 2193 Rawsonville Road subject to the 7 conditions in the McKenna Associates review letter dated 10-1-14 and subject to approval of the Township Engineer. Motion Carried. (letter attached)

GENERAL DISCUSSION:

Commissioner Budd discussed cleaning up the zoning ordinance in terms of what can be stored in driveways, such as, boats and motor homes. She has received complaints and inquiries from residents.

Hodges of McKenna Associates gave an update on the conditional rezone on the north side of Tyler Road brought up by a resident at the September 10, 2014 meeting. The contract was not executed and is now void.

Resident expressed his concerns about motor home and boat storage in driveways and yards. He thanked the commissioners for looking into the matter.

Motion Budd, Johnson second to adjourn at 8:03 p.m. Motion Carried.

Respectfully submitted,

Christina Harman
Recording Secretary

October 1, 2014

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

Subject: VBT-14-021 SPR; Rawsonville McDonald's, 2193 Rawsonville Road; Site Plan Review #1; Plans Dated 2/12/13; Received September 11, 2014

Dear Commissioners:

The applicant has resubmitted its plans to add a second drive-through lane and order station at the existing McDonald's at 2193 Rawsonville Road. The use would remain the same – a fast-food restaurant with a drive-through component – but the additional drive-through lane would be added, similar to the Belleville Road McDonald's. No changes to the building are proposed. The applicant received Township approval in early 2013 for the changes, however did not proceed with construction and those approvals expired. The current application is almost identical to that previously approved with several minor differences, as noted below.

The site is zoned C-1. Both special approval and site plan approval are required. Our special use comments are under separate cover. Our comments on the site plan follow:

COMMENTS

1. **General Requirements.** The proposal complies with the C-1 District's dimensional standards.
2. **Parking and Circulation.** There are 66 existing parking spaces on the site. Ten of them will be eliminated to ensure enough space for a by-pass lane around the new second drive-through. Fourteen spaces on the south end of the site that are currently diagonal will be replaced by two over-sized parallel spaces for RVs and trucks. The two RV/truck parking spaces are required because the site is closer than the ½ mile distance from the freeway. With the changes, the total parking on the site is 42 spaces, which conforms to the Zoning Ordinance. The parking calculation chart on Sheet C1 must be corrected since it says that 45 spaces are provided.

The green space inside the expanded drive-through area is now larger than previously approved; it extends farther east than before. As a result, the by-pass lane between the drive-through lane and the rear curb of the site has been reduced from 26 to 20 feet wide. Because the narrower lane is for one-way traffic only, the 20 foot aisle width is acceptable.

3. **Landscaping and Screening.** The landscape plan has been somewhat revised from that previously approved, but the quantities and plant sizes continue to conform. The large note on Sheet C5 must be revised to reflect that 31 trees in the existing wooded area are remaining to satisfy the vehicular surface landscaping requirement, not 28 trees.
4. **Lighting.** A photometric plan has been submitted and all light levels conform to the ordinance. Cut sheets for the light fixtures were submitted with the 2013 site plan and must be provided for review with this application.

Charter Township of Van Buren

Agenda Item: _____

REQUEST FOR BOARD ACTION

WORK STUDY MEETING DATE: 10/20/14

BOARD MEETING DATE: 10/21/14

Consent Agenda

New Business

Unfinished Business

Public Hearing

ITEM (SUBJECT)	Consider Approval of Commercial Fireworks Display Permit Application by Colonial Fireworks
DEPARTMENT	Developmental Services
PRESENTER	Patrick Sloan, McKenna Associates
PHONE NUMBER	(248) 596-0920
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

Agenda topic

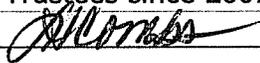
ACTION REQUESTED	Granting approval of the Commercial Fireworks Display Permit Application by Colonial Fireworks to set off commercial fireworks on Friday, December 5, 2014 from the (closed) Denton Road Bridge, and authorize the Supervisor to sign the permit.
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	<p>In prior years, the firework show would take place the same evening as the Belleville Chamber of Commerce lighted Christmas parade. However, this year the fireworks show will take place on Friday evening and other festivities will take place on Saturday evening.</p> <p>Earlier this year, the Township Board of Trustees adopted a Fireworks Ordinance that included application requirements for commercial fireworks. The applicant (Jason Lynch of Colonial Fireworks) has submitted all of the required application materials for a Commercial Fireworks Display Permit. The applicant's materials meet the requirements of the Ordinance. Enclosed for your review are the following:</p> <ol style="list-style-type: none"> 1. Documents from Colonial Fireworks (including application, permit, licenses, itinerary, insurance, and map). 2. A review letter from David McInally (Fire Marshal/Battalion Chief), which approves the application with exceptions.

BUDGET IMPLICATION	None.
IMPLEMENTATION NEXT STEP	Supervisor to sign permit.

DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	N/A

ATTORNEY RECOMMENDATION	N/A
(May be subject to Attorney/Client Privilege and not available under FOIA)	

ADDITIONAL REMARKS	The same request has been approved each year by the Township Board of Trustees since 2007.
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APPROVAL OF SUPERVISOR	
-------------------------------	---

David C. McNally II
Battalion Chief / Fire Marshal
O: 734-699-8900 ext9416

Van Buren Fire Department
46425 Tyler Rd
Van Buren Twp., MI 48111



October 6, 2014

Building and Planning
46425 Tyler Rd.
Belleville, Mi. 48111

Re: Colonial Fireworks Co.

To Whom It May Concern,

I have reviewed the submitted Plan for the Belleville Area Chamber of Commerce fireworks display.

Per the plan submitted, I find that this plan is compliant and acceptable when the items listed below are met in accordance with the respective NFPA codes NFPA 1 and NFPA 1123.

1. Minimum distance for 4inch shells are 550 ft. (see attached map)
NFPA 1123 5.1.3.1
2. Any time the fireworks or pyrotechnic materials are on location, they shall not be left unattended or unsecured
NFPA 1123 7.5.7.2
3. During the display, approved support personnel (FD&PD) shall be positioned to visually observe the roofs of any structures with in the fallout area.
NFPA 1123 7.6.4.1
4. The approved support personnel shall be in communication with the shooter and the fire service assigned to the display.
NFPA 1123 7.6.4.2
5. During the display, (two-way) voice communication shall be present on site from which fireworks and other pyrotechnic materials are being discharged, with communication be-tween each shooter, the operator and lefe safety personnel.
NFPA 1123 7.6.5

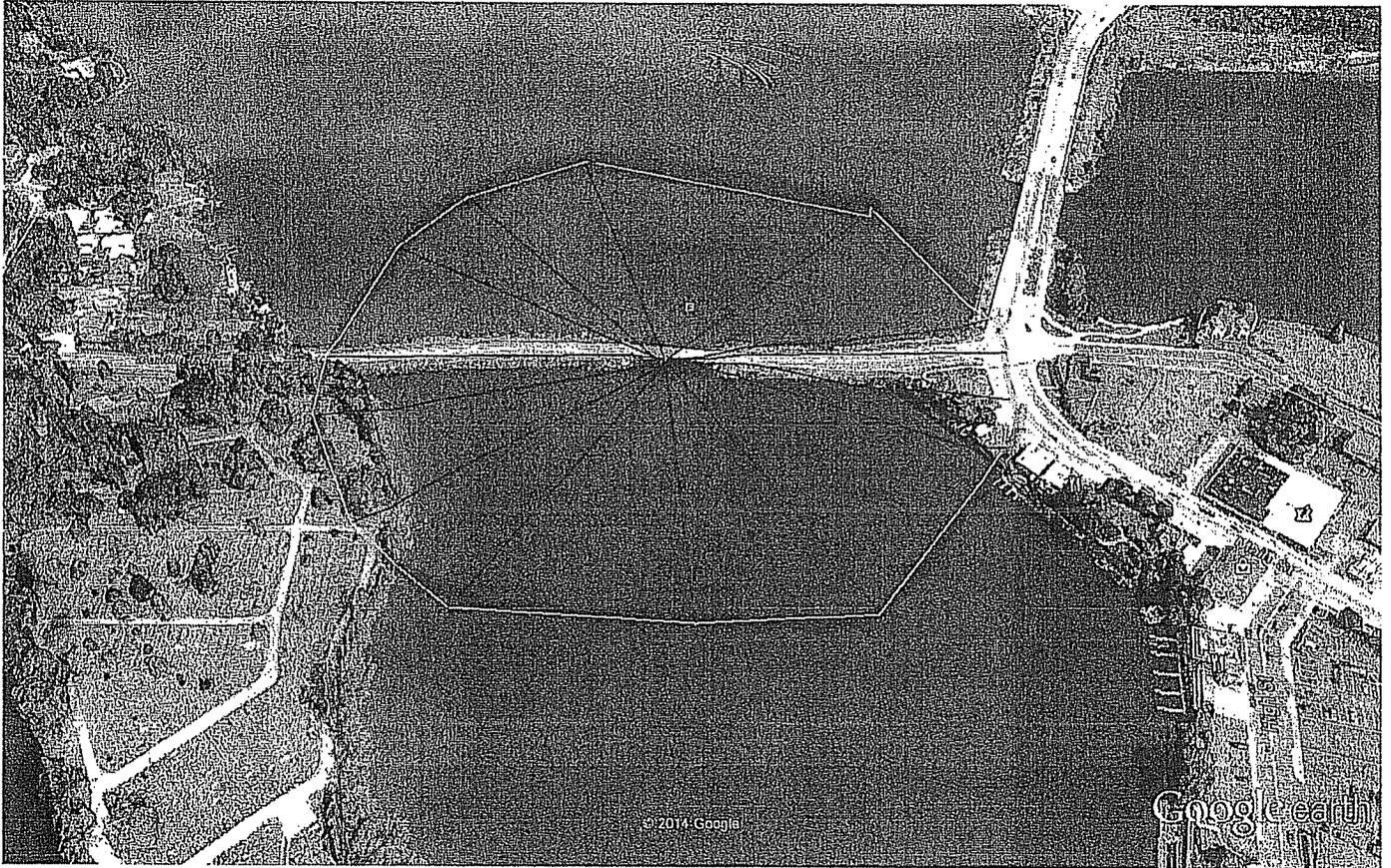
Our Mission: The members of the Van Buren Fire Department shall work together in a professional and caring way to protect life and property from the adverse effects of fire, trauma, illness and dangerous conditions. Our services will be provided in a fair, honest, and ethical manner with the highest respect and dignity to all.

6. Monitors shall be positioned around the display site to prevent spectators or any other unauthorized persons from entering the discharge site. NFPA 1123 8.1.2.1
7. Only the operator, authorized assistants, and inspectors representing the AHJ shall be permitted in the display site while the display is in progress. NFPA 1123 8.1.3.2
8. The operator shall have primary responsibility for safety. NFPA 1123 8.1.3*
9. Denton Rd at Hillside Cemetery entrance and Main/Denton access points will need to be blocked with fire apparatus to cover any fire that might occur on either side of the display area during the event.
10. Dispatch shall be notified 5 minutes prior to beginning of display.

As well as all other parts of NFPA 1123

Respectfully Submitted,

David C. McNally II
Fire Marshal/Battalion Chief



Google earth



★  ★ **Colonial Fireworks Co.** ★  ★
The New Revolution in Fireworks

September 30, 2014

Brenda Kurtz
Van Buren Charter Twp / Bldg & Maint
46425 Tyler Rd
Belleville, MI 48111

APPROVED with EXCEPTIONS
Van Buren Township
Fire Department



Date: 10-6-14

Dear Brenda:

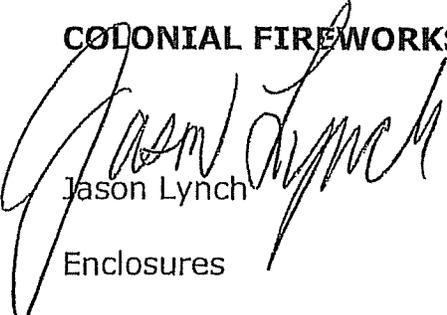
Thank you for your assistance with the December 5th fireworks application on behalf of the Belleville Area Chamber of Commerce. Application and attachments as follows:

- Commercial Fireworks Display Permit Application **A**
- Applicant's Driver's License and Ohio Exhibitor's License **B**
- BATF Licenses and Extension Letters **C**
- Completed Application for Fireworks Display Permit **D**
- Description of Display include type and number of fireworks **E**
- Scale drawing of the subject site **F**
- Proof of insurance (workers comp) **G**
- Proof of insurance (liability) **H**
- Resume - Jason Lynch **I**
- Resume - William Shaffer **J**

We certainly look forward to providing the Chamber with another spectacular display. If you have questions or need further information, please call me at 419-478-4945 or 734-652-5812 (cell).

Sincerely,

COLONIAL FIREWORKS


Jason Lynch

Enclosures

Case number: _____

Dated submitted: _____

Commercial Fireworks Display Permit Application

A 1/

APPLICANT INFORMATION

Applicant's Business Name COLONIAL FIREWORKS Phone 419-478-4945
 Name of Applicant or Agent JASON LYNCH Email JLYNCH65@aol.com
 Property Owner (if different than applicant) VAN BUREN CHARTER TOWNSHIP Phone 734-699-8900
 Address 46425 TYLER RD Fax 734-699-5213
 City, State BELLEVILLE, MI Zip 48111 E-Mail Address _____

SUBJECT INFORMATION

Location or address of display: DENTON ROAD BRIDGE BELLEVILLE, MI

Tax ID: 38-2575210

State all deed, subdivision improvement and property restrictions in effect at this time, together with dates of expiration:
N/A

REQUIRED INFORMATION

The applicant is responsible for submitting **ALL** of the following information with this application and checking the corresponding boxes below. Failure to submit **ALL** of the following information will result in review delays or application denial.

- Copy of applicant's driver license (applicant must be over 18 years in age).
- License or permit to operate commercial fireworks from the Federal Bureau of Alcohol, Tobacco, Firearms, and Explosives.
- Completed Application for Fireworks Display Permit from the State of Michigan.
- Description of the display, including the type and number of fireworks to be discharged.
- Scale drawing of the subject site, including but not limited to surrounding buildings, the display site as described by NFPA 1123, the spectator viewing area(s), and the parking area(s).
- Proof of insurance, meeting the Fireworks Safety Act Ordinance, including the following:
 - Worker's Compensation and Employers Liability coverage covering the statutory requirements of the State of Michigan and insuring the applicant with an Employer's Liability limit of at least \$500,000.
 - Occurrence-based Commercial General Liability coverage covering liability arising out of the operations of the applicant, with limits of at least \$3,000,000 per occurrence.
 - Automobile Liability with a limit of \$1,000,000 per occurrence CSL covering all owned, non-owned, and hired automobiles, and shall comply with all requirements of Michigan's No-Fault law.
- For non-resident applicants, a written appointment of a resident member of the bar of Michigan or a resident agent to N/A be the legal representative upon whom all process in an action or proceeding against the person, firm, or corporation may be served.
- Proof that the applicant is knowledgeable of the recommended safety requirements of NFPA 1123. This will be reviewed by the Charter Township of Van Buren Fire Department.

A 2/

OWNER'S AND APPLICANT'S AFFIDAVIT

VAN BUREN CHARTER TOWNSHIP
Print Property Owner's Name

Signature of Property Owner

Date

COLONIAL FIREWORKS
Print Applicant's Name
(JASON LYNCH, BUS. MGR.)

Jason Lynch
Signature of Applicant

10/1/14
Date

Print Agent's Name

Signature of Agent

Date

STATE OF ~~MICHIGAN~~ Ohio
COUNTY OF Lucas

JULIE A. ZELL
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 12/3/2016

abovesigned,

The ~~undersigned~~ being duly sworn, deposes and says that the foregoing statements and answers herein contained and accompanied information and date are in all respects true and correct.

Subscribed and sworn before me this 1st day of Oct. 20 14
Julie A. Zell Notary Public, Lucas County, Michigan Oh.
My Commission expires 12-4, 2016
Julie A. Zell

THIS PORTION FOR OFFICIAL USE ONLY

STANDARDS OF RIGIDITY

Pursuant to Section 5 the Fireworks Safety Act Ordinance, a permit shall only be issued if the following standards are satisfied:

1. The permit application is complete and conforms to the requirements of the Ordinance.
2. The proposed discharge of fireworks shall not have an adverse effect upon public safety.
3. The time, duration, and location of fireworks will not unreasonably disturb the peace of neighboring property owners.

TOWNSHIP DEPARTMENT REVIEW

- Recommendation letter from the Planning and Economic Development Director, dated _____
- Recommendation letter from the Fire Department, dated _____
- Township Board of Trustees action to _____ the application on _____
Approve or Deny *Date*



DEPARTMENT OF THE TREASURY - BUREAU OF ALCOHOL, TOBACCO AND FIREARMS

C 11

LICENSE/PERMIT (18 U.S.C. CHAPTER 40, EXPLOSIVES)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555) you may engage in the activity specified in this license/permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. See "WARNING" and "NOTICES" on back.

DIRECT ATF CORRESPONDENCE TO	Christopher R. Reeves Chief, Federal Explosives Licensing Center (FELC) Bureau of Alcohol, Tobacco, Firearms and Explosives 244 Needy Road Martinsburg, West Virginia 25405 Telephone: 1-877-289-8852, Fax: 1-304-616-4401	LICENSE PERMIT NUMBER	4-MI-091-20-4B-00177
		EXPIRATION DATE	February 1, 2014

NAME: COLONIAL FIREWORKS CO INC
 Premises Address: CHANGES? You must notify the FELC at least 10 days before the move
 6480 TOMER RD
 CLAYTON, MI 49235

TYPE OF LICENSE OR PERMIT: 20-MANUFACTURER OF HIGH EXPLOSIVES

CHIEF, FEDERAL EXPLOSIVES LICENSING CENTER (FELC): Christopher R. Reeves
 Christopher R. Reeves

PURCHASING CERTIFICATION: I certify that this is a true copy of a license/permit issued to me to engage in the activity specified.
 Mailing Address: CHANGES? You must notify the FELC at least 10 days before the change
 COLONIAL FIREWORKS CO INC
 5225 TELEGRAPH RD, ATTN JASON LYNCH
 TOLEDO, OH 43612

Gregory Raymond
 (SIGNATURE OF LICENSEE/PERMITEE)

The licensee/permittee named herein shall use a reproduction of this license/permit to assist a transferor of explosives to verify the identity and status of the licensee/permittee as provided in 27 CFR Part 555. The signature on each reproduction must be an ORIGINAL signature.



DEPARTMENT OF JUSTICE

Bureau of Alcohol, Tobacco,
Firearms and Explosives

C 2/

Martinsburg, WV 25405

August 4, 2014

Colonial Fireworks Co. Inc.
5225 Telegraph Rd.
Toledo, OH 43612

901090:CRR/SCC
5400
File Number: 4-MI-00177

Premises Address: 6480 Tomer Rd, Clayton, MI 49235

Dear Sir:

This letter acknowledges receipt of your timely application to renew your Federal explosives license/permit 4MI00177.

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is not able to process your application prior to the expiration date of your license/permit. However, Federal law allows you to continue operations under your current license/permit until such time as ATF completes processing your application. See 5 U.S.C. § 558. This letter, or as explained below, a follow-up letter, will serve as your license/permit until we complete action on your renewal. It is referred to as a Letter of Authorization (LOA).

Since we have not completed processing your application, you may supply a copy of this letter to other licensees/permittees, e.g., your distributors, for the next six months (or until we complete action on your renewal, if that occurs in less than six months) as evidence of your licensed/permitted status. If we have not completed processing your application for renewal within six months of the date of this letter, we will send you another letter, which will also be valid for six months (or until we complete action on your renewal, if that occurs in less than six months). This is of course contingent upon your remaining entitled to continue operations under your current license/permit.

Please direct questions or concerns regarding this letter to Sandy Curtis at 304-616-4406.

Sincerely,

Christopher R. Reeves
Chief, Federal Explosives Licensing Center

ATF web address: www.atf.gov



DEPARTMENT OF THE TREASURY - BUREAU OF ALCOHOL, TOBACCO AND FIREARMS

C 3/

LICENSE/PERMIT (18 U.S.C. CHAPTER 40, EXPLOSIVES)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555) you may engage in the activity specified in this license/permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. See "WARNING" and "NOTICES" on back.

DIRECT ATF CORRESPONDENCE TO	Christopher R. Reeves Chief, Federal Explosives Licensing Center (FELC) Bureau of Alcohol, Tobacco, Firearms and Explosives 244 Needy Road Martinsburg, West Virginia 25405 Telephone: 1-877-283-3352 Fax: 1-804-616-4401	LICENSE PERMIT NUMBER	4-MI-091-51-4B-00178
		EXPIRATION DATE	February 1, 2014

NAME	COLONIAL FIREWORKS CO INC	Premises Address CHANGES? You must notify the FELC at least 10 days before the move. 6480 TOMER RD CLAYTON, MI 49235
------	---------------------------	--

TYPE OF LICENSE OR PERMIT	51-IMPORTER OF FIREWORKS (DISPLAY)
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CHIEF, FEDERAL EXPLOSIVES LICENSING CENTER (FELC)	<i>Christopher R. Reeves</i> Christopher R. Reeves
---	---

PURCHASING CERTIFICATION I certify that this is a true copy of a license/permit issued to me to engage in the activity specified.	Mailing Address CHANGES? You must notify the FELC at least 10 days before the change. COLONIAL FIREWORKS CO INC 5225 TELEGRAPH RD, ATTN JASON LYNCH TOLEDO, OH 43612
--	---

Gregory Tremont
(SIGNATURE OF LICENSEE/PERMITTEE)

The licensee/permittee named herein shall use a reproduction of the license/permit to assist a transferor of explosives to verify the identity and status of the licensee/permittee as provided in 27 CFR Part 555. The signature on each reproduction must be an ORIGINAL signature.



DEPARTMENT OF JUSTICE

Bureau of Alcohol, Tobacco,
Firearms and Explosives

C 4/

Martinsburg, WV 25405

August 4, 2014

Colonial Fireworks Co. Inc.
5225 Telegraph Rd.
Toledo, OH 43612

901090:CRR/SCC
5400
File Number: 4-MI-00178

Premises Address: 6480 Tomer Rd, Clayton, MI 49235

Dear Sir:

This letter acknowledges receipt of your timely application to renew your Federal explosives license/permit 4MI00178.

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is not able to process your application prior to the expiration date of your license/permit. However, Federal law allows you to continue operations under your current license/permit until such time as ATF completes processing your application. See 5 U.S.C. § 558. This letter, or as explained below, a follow-up letter, will serve as your license/permit until we complete action on your renewal. It is referred to as a Letter of Authorization (LOA).

Since we have not completed processing your application, you may supply a copy of this letter to other licensees/permittees, e.g., your distributors, for the next six months (or until we complete action on your renewal, if that occurs in less than six months) as evidence of your licensed/permitted status. If we have not completed processing your application for renewal within six months of the date of this letter, we will send you another letter, which will also be valid for six months (or until we complete action on your renewal, if that occurs in less than six months). This is of course contingent upon your remaining entitled to continue operations under your current license/permit.

Please direct questions or concerns regarding this letter to Sandy Curtis at 304-616-4406.

Sincerely,

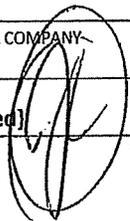
Christopher R. Reeves
Chief, Federal Explosives Licensing Center

ATF web address: www.atf.gov

Application for Fireworks Display Permit
 Michigan Department of Energy, Labor, & Economic Growth
 Bureau of Fire Services
 P.O. Box 30700
 Lansing, MI 48909
 517-241-8847

2014
D 1/

Authority: Compliance: Penalty:	1968 PA 358 Voluntary Permit will not be issued	The Department of Energy, Labor & Economic Growth will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.	
<input checked="" type="checkbox"/> Public Display		<input type="checkbox"/> Agricultural Pest Control	
NAME OF APPLICANT COLONIAL FIREWORKS COMPANY F/B/O BELLEVILLE AREA CHAMBER OF COMMERCE		ADDRESS 6480 TOMER RD CLAYTON MI 49235	DATE OF APPLICATION September 11, 2014
IF CORPORATION, NAME OF PRESIDENT GREGORY TREMONTI		ADDRESS 500 RIVERSIDE ROSSFORD OH	
IF A NON-RESIDENT APPLICANT, NAME OF MICHIGAN ATTORNEY OR RESIDENT AGENT (MICHIGAN RESIDENT CORPORATION)		ADDRESS	TELEPHONE NUMBER
NAME OF PYROTECHNIC OPERATOR WILLIAM SHAFFER		ADDRESS 15761 WEST YEASTING ELMORE, OH 43416	AGE (18 or over) 65
NO. YEARS EXPERIENCE 35+	NO. DISPLAYS 250	WHERE	
NAME OF ASSISTANT		ADDRESS	AGE
NAME OF OTHER ASSISTANT		ADDRESS	AGE
EXACT LOCATION OF PROPOSED DISPLAY DENTON ROAD BRIDGE			
DATE OF PROPOSED DISPLAY DECEMBER 5, 2014	RAINDATE: NONE	TIME OF PROPOSED DISPLAY APPROX 7:00PM	
NUMBER OF FIREWORKS	KIND OF FIREWORKS TO BE DISPLAYED		
192	3" AERIAL DISPLAY SHELLS		
84	4" AERIAL DISPLAY SHELLS		
6	MULTIPLE SHOT, BARRAGE-TYPE ITEMS (CAKES < 3")		
MANNER AND PLACE OF STORAGE PRIOR TO DISPLAY (Subject to Approval of Local Fire Authorities) COLONIAL FIREWORKS COMPANY VEHICLE			
AMOUNT OF BOND OR INSURANCE (To be set by local government) \$5 MILLION		NAME OF BONDING CORPORATION OR INSURANCE COMPANY BRITTON GALLAGHER & ASSOC	
ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY 6240 SOM CENTER RD SOLON OH			
SIGNATURE OF APPLICANT <i>Jason Lynch</i> {electronically signed}			



* FORM IS VALID FOR YEAR SHOWN ONLY *

Permit for Fireworks Display
 Michigan Department of Energy, Labor & Economic Growth
 Bureau of Fire Services
 Office of the State Fire Marshal
 P.O. Box 30700
 Lansing, MI 48909
 517-241-8847

2014

D 2/

Authority:	1968 PA 358	The Department of Labor & Economic Growth will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to the agency.
Compliance:	Required	
Penalty:	Misdemeanor	

This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of and at the place listed below only.

<input checked="" type="checkbox"/> Public Display <input type="checkbox"/> Agricultural Pest Control							
ISSUED TO COLONIAL FIREWORKS COMPANY F/B/O BELLEVILLE AREA CHAMBER OF COMMERCE	AGE (18 or over)						
ADDRESS 6480 TOMER RD CLAYTON MI 49235							
NAME OF ORGANIZATION, GROUP, FIRM, OR CORPORATION BELLEVILLE AREA CHAMBER OF COMMERCE							
NUMBER AND TYPES OF FIREWORKS <table style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 10%; text-align: right;">192</td> <td>3" AERIAL DISPLAY SHELLS</td> </tr> <tr> <td style="text-align: right;">84</td> <td>4" AERIAL DISPLAY SHELLS</td> </tr> <tr> <td style="text-align: right;">6</td> <td>MULTIPLE SHOT, BARRAGE-TYPE ITEMS (CAKES < 3")</td> </tr> </table>		192	3" AERIAL DISPLAY SHELLS	84	4" AERIAL DISPLAY SHELLS	6	MULTIPLE SHOT, BARRAGE-TYPE ITEMS (CAKES < 3")
192	3" AERIAL DISPLAY SHELLS						
84	4" AERIAL DISPLAY SHELLS						
6	MULTIPLE SHOT, BARRAGE-TYPE ITEMS (CAKES < 3")						
EXACT LOCATION OF DISPLAY DENTON ROAD BRIDGE							
CITY, VILLAGE, TOWNSHIP VAN BUREN TOWNSHIP	DATE / RAINDATE: RD DECEMBER 5, 2014	TIME APPROX 7:00PM					
BOND OR INSURANCE FILED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		AMOUNT \$5 MILLION					

Issued by action of the	<input type="checkbox"/> council	<input type="checkbox"/> commission	<input type="checkbox"/> board of
<input type="checkbox"/> city	<input type="checkbox"/> village	<input type="checkbox"/> township of _____	on the _____ day of _____
_____ (Signature and Title of Council/Commission/Board Representative)			

* THIS FORM IS VALID FOR THE YEAR SHOWN ONLY *

D 3/

COLONIAL FIREWORKS CO.

**ITINERARY
DECEMBER 5, 2014 FIREWORKS DISPLAY
BELLEVILLE, MI**

Please Note: Colonial Fireworks Co. must be permitted to follow all guidelines as set forth by the NFPA 1123 – as amended, in its entirety.

December 5, 2014

- | | |
|--------------|--|
| 5:00 PM | Colonial Fireworks arrival at discharge site, Denton Rd bridge and commence up in secure area of Hillside Cemetery. |
| 6:30 PM | Stop all traffic on roadway; block off with trucks at both ends of roadway |
| 7:00-7:30 PM | Start show execution after parade, firing on command by Randy Brown; will use cell phone communication |
| 7:45 PM | About 10 minutes after the show is complete, the breakdown of equipment and upload truck will begin; also, search for duds on ground and in lake |
| 8:00 PM | Sweep roadway and pick up debris |
| 8:15 PM | Open road to traffic |

NOTE: Tentative time-line only, subject to review and approval by local AHJ.

COLONIAL DISPLAY COMPANY

BELLEVILLE CHAMBER OF COMMERCE
BELLEVILLE, MICHIGAN

SEPTEMBER 11, 2014

E

SYNOPSIS

December 5, 2014

DESCRIPTION	QUANTITY
--------------------	-----------------

BODY OF PROGRAM

Three Inch Assorted Color Shells and Salutes	72
Four Inch Assorted Color Shells and Salutes	48

GRAND FINALE

Three Inch Assorted Color Shells and Salutes	120
Four Inch Assorted Color Shells and Salutes	12

LOW LEVEL

6 Multi-Shot Barrage Cakes Items < 3 Inch	approximately 600 shots
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This is an electrically-fired display conducted in accordance with NFPA 1123, as amended, subject to local rules and restrictions.

COLONIAL FIREWORKS

FIREWORKS DISPLAY

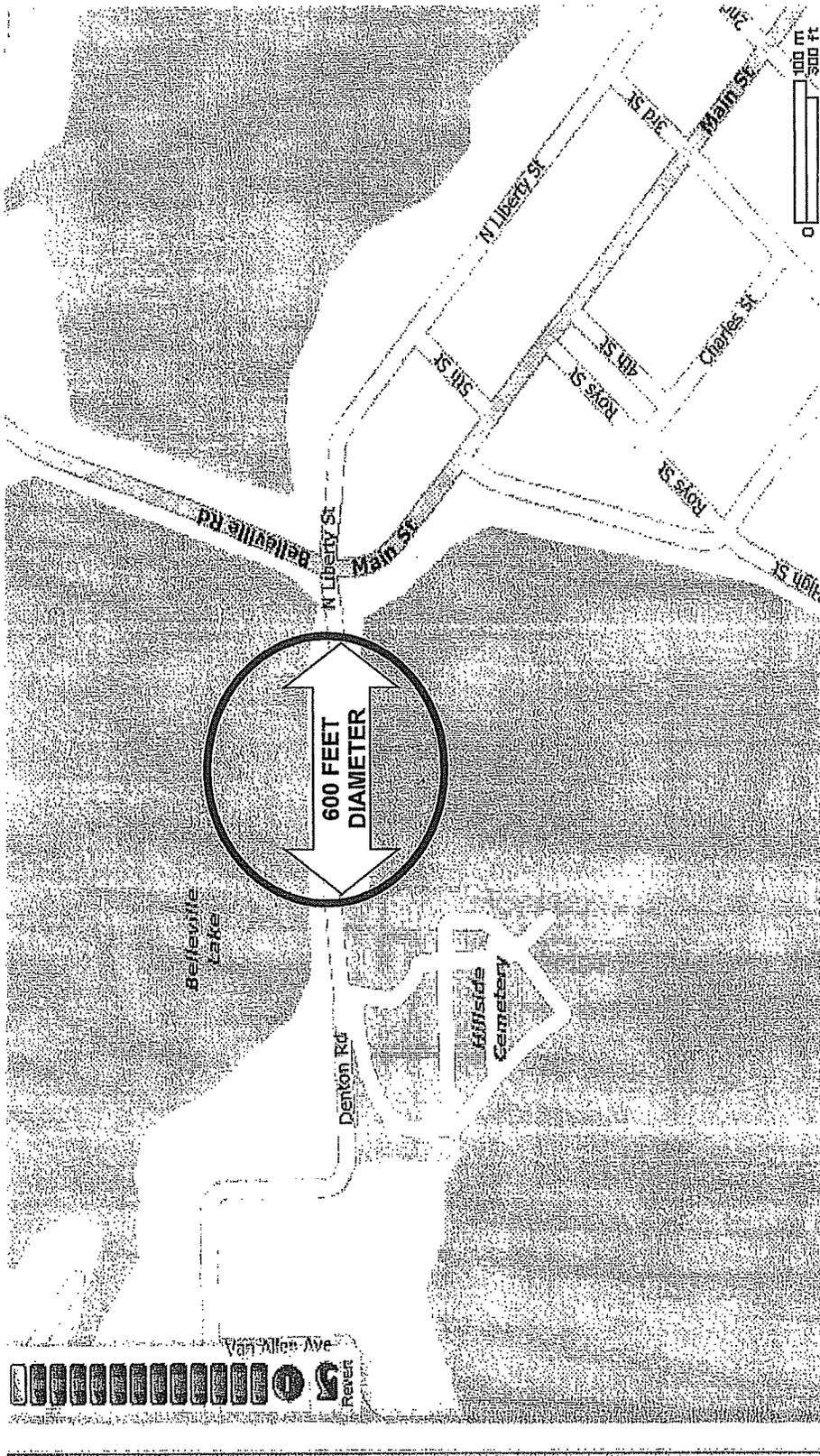
DECEMBER 5, 2014

BELLEVILLE AREA CHAMBER OF COMMERCE

MAXIMUM SHELL SIZE: 4" (REQUIRES 280 FEET TABLE OF DISTANCE)

Display to be electrically fired in accordance with NFPA 1123, as amended.

Statement: Fireworks display to be electrically-fired in accordance with NFPA 1123 and all state and local regulations and ordinances.



F

F 1/

DIAGRAM AND FIRING SITE INFORMATION

(to accompany site diagram / map)

At Colonial Fireworks safety is our utmost concern, in order to provide that it is imperative that you supply us with a diagram and/or map of the display area. This will allow us to review the area and see where the spectators, parking areas and buildings will be in relationship to the firing site.

Below is a checklist that will assist you in completing the map and/or diagram. If the item listed does not apply - do not leave the space blank, please insert "N/A" - this will help us in determining if the omission was an oversight or that it really does not apply.

When completing the next section, please use distance in feet from the firing site to the following areas:

- | | |
|--|----------------------|
| 1) Spectators/Audience/Viewing Area | <u>350</u> feet |
| 2) Parking Areas | <u>> 350</u> feet |
| 3) Occupied Buildings | <u>> 350</u> feet |
| 4) Public Buildings (schools, hospitals, etc.) | <u>N/A</u> feet |
| 5) Explosive/Toxics, Gasoline Pumps, etc. | <u>N/A</u> feet |
| 6) Temporary Event Set-ups (Tents, rides, etc.) | <u>N/A</u> feet |
| 7) Highways, Streets, Roads | <u>> 350</u> feet |
| 8) Obstructions Overhead (Power lines, lights, etc.) | <u>N/A</u> feet |
| 9) Active Railroads | <u>N/A</u> feet |

I have completed the above information to the best of my knowledge.

JASON LYNCH, BUSINESS MANAGER - COLONIAL FIREWORKS

Name and Title

Jason Lynch

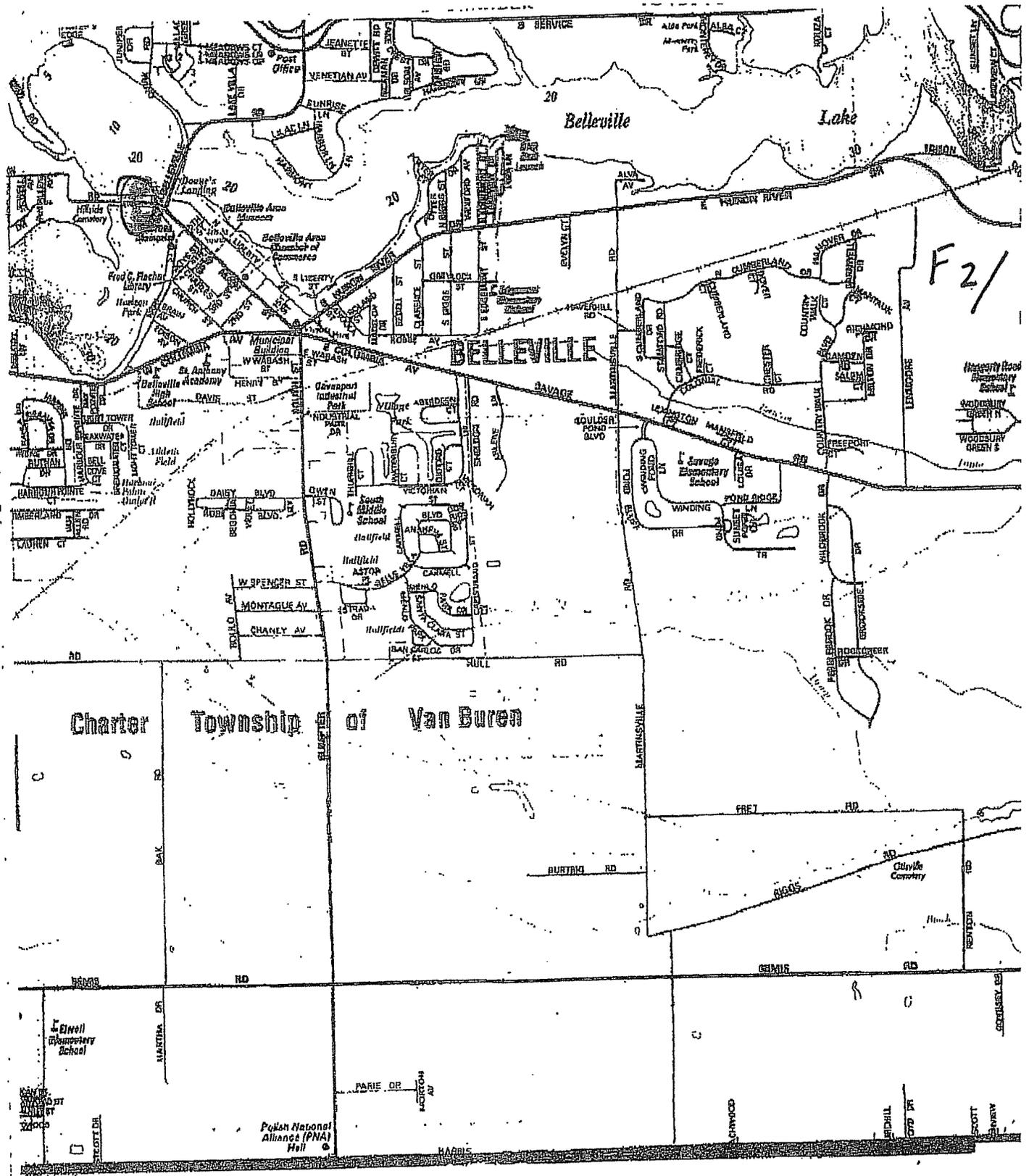
Signature

Date

9/12/14

Safe shows are a result of proper planning. As always, it is our goal to provide you with the best display for your event dollar, with safety being our number one concern.

GPS or Lats / Longs if known: _____



F2/

Charter Township of Van Buren

E. J. Flinn
Elementary
School

Poian National
Alliance (PNA)
Hall

City's
Cemetery

Woodsbury
Green S

Woodsbury
Green II

Woodsbury
Green III

Woodsbury
Green IV

Woodsbury
Green V

Woodsbury
Green VI

Woodsbury
Green VII

Woodsbury
Green VIII

Woodsbury
Green IX

Woodsbury
Green X

Woodsbury
Green XI

Woodsbury
Green XII

Woodsbury
Green XIII

Woodsbury
Green XIV

Woodsbury
Green XV

Woodsbury
Green XVI

Woodsbury
Green XVII

Woodsbury
Green XVIII

Woodsbury
Green XIX

Woodsbury
Green XX

Woodsbury
Green XXI

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Green XXII

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Green XXXVII

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Green XXXVIII

Woodsbury
Green XXXIX

Woodsbury
Green XL

Woodsbury
Green XLI

Woodsbury
Green XLII

Woodsbury
Green XLIII

Woodsbury
Green XLIV

Woodsbury
Green XLV

Woodsbury
Green XLVI

Woodsbury
Green XLVII

Woodsbury
Green XLVIII

Woodsbury
Green XLIX

Woodsbury
Green L



U.S. Department
of Transportation

Eastern Service Center
Operations Support Group
AJV-E2

1701 Columbia Ave.
College Park, GA 30337

F 3/

REQUEST FOR FIREWORKS DISPLAY

Name of Fireworks Company and Email Address (To Send Approval Letters):

COLONIAL FIREWORKS CO., INC. JLYNCH65@AOL.COM

Event Name: BELLEVILLE AREA CHAMBER OF COMMERCE FIREWORKS DISPLAY

Display Date: DECEMBER 5, 2014 Rain Date: N/A

Display Start Time: APPROX 7:00PM

Duration of Fireworks Display: APPROXIMATELY 10 MINUTES

Max Height of Fireworks < 300 FEET

City or Town and State (Physical Address): DENTON STREET BRIDGE, BELLEVILLE, MI

Latitude: 42 12'37.6745 (North) Longitude: 83 29'42.8476 (West)

Location or Special Notes: Annual fireworks display – same location as prior years



CERTIFICATE OF LIABILITY INSURANCE

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DATE (MM/DD/YYYY)
9/11/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ann Arbor Insurance Centre, Inc. 2621 Carpenter Rd Ann Arbor MI 48108		CONTACT NAME: Kristine Reed PHONE (A/C No, Ext): (734)973-9444 FAX (A/C No): (734)973-8318 E-MAIL ADDRESS: kreed@annarborinsurancecentre.com	
INSURED Colonial Fireworks Company, Inc. Gregory Tremonti 5225 Telegraph Road Toledo OH 43612		INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1311603889 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If Yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC5348508166032	11/30/2013	11/30/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Gregory Tremonte-Excluded					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Show#: 2014-078

Show Date: December 5, 2014

CERTIFICATE HOLDER CANCELLATION

Belleville Area Chamber of Commerce 248 Main Street Belleville, MI 48111	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Rebecca Johnston/KRRE <i>Kristine Reed</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/11/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME:	
	PHONE (A/C, No., Ext): 216-658-7100	FAX (A/C, No.): 216-658-7101
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Everest Indemnity Insurance Co.	10851
	INSURER B: Everest National Insurance Company	10120
	INSURER C: Axis Surplus Ins Company	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1175467391

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			S18ML00094-141	2/15/2014	2/15/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			S18CA00045-141	2/15/2014	2/15/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTIONS			EAU705977	2/15/2014	2/15/2015	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$ WC STATUTORY LIMITS OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

SHOW NO: 2014-078 DISPLAY DATE: DECEMBER 5, 2014
LOCATION: DENTON ROAD BRIDGE AT MAIN STREET, BELLEVILLE, MICHIGAN
ADDITIONAL INSURED: CHARTER TOWNSHIP OF VAN BUREN; CITY OF BELLEVILLE; BELLEVILLE AREA CHAMBER OF COMMERCE.

CERTIFICATE HOLDER

CANCELLATION

BELLEVILLE CHAMBER OF COMMERCE 248 MAIN STREET BELLEVILLE MI 48111	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Colonial Fireworks Co.

The New Revolution in Fireworks



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PYROTECHNICIAN

JASON LYNCH
5238 HAWK CT.
NEWPORT, MI 48166

D.O.B. 7/5/1965

To whom it may concern:

Mr. Lynch has over 12 years experience as an Ohio-licensed Pyrotechnician and has worked throughout various states including Ohio, Michigan, New York, New Jersey, Pennsylvania and Virginia and has an excellent safety record. He has experience in electronic, electrical, and manual firing.

Following are some of the shows that Mr. Lynch has been involved with:

- City of Toledo July 4th - Toledo, OH
- Toledo Labor Day Fest – Toledo, OH
- Bay Harbor Yacht Club – Bay Harbor, MI
- Harbor Springs Chamber of Commerce – Harbor Springs, MI
- Allen Park VFW – Allen Park, MI
- Estral Beach Days – Newport, MI

Mr. Lynch also has a commercial Drivers License with a Hazardous Materials endorsement and has been cleared by Bureau of ATF as required by the Patriot Act and is an assistant instructor at our annual Shooters Training Seminar.



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LEAD PYROTECHNICIAN

BILL SHAFFER
15761 W. YEARSTING RD
ELMORE, OH 43416

Mr. Shaffer has over 25 years experience as a pyrotechnician and is qualified in electric as well as manually-fired shows. He is a Licensed Fireworks Exhibitor with the State of Ohio (#56-62-0008); and is a lead instructor in our Fireworks and Safety Shooters School, which is conducted annually at our Clayton, MI facility.

Mr. Shaffer has been the lead technician on, or assisted with, more than 5 fireworks displays in the past year including the following:

- Deshler, OH
- Bay Harbor, MI
- Elmore, OH
- Charlevoix, MI
- Saginaw, MI
- Rochester, MI

Mr. Shaffer has fired over 250+ outdoor displays throughout Michigan, Ohio and Rhode Island has an excellent safety record.

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Any changes in information must be submitted within 30 days to:

Bureau of Testing & Registration
PO BOX 529
Reynoldsburg, Ohio 43068
614-752-7126
614-995-4206 (fax)
webfmtr@com.state.oh.us

This license shall be carried on your person while performing the listed activities.

State of Ohio
Department of Commerce
Division of State Fire Marshal

EXHIBITOR LICENSE
WILLIAM SHAFFER

56.62.0008

Expiration Date: 05/12/2015

Signature

William Shaffer

This card shall be on your person while performing listed activities.

