

**CHARTER TOWNSHIP OF VAN BUREN BOARD OF TRUSTEES
JANUARY 21, 2020 WORK STUDY MEETING 4:00 P.M.
TENTATIVE AGENDA**

ROLL CALL:

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

UNFINISHED BUSINESS:

NEW BUSINESS:

1. Discussion on the re-appointment of Charles Coleman, Kimberly Nofz, Tammy Wall, Danie Belanger, Todd O'Neill and Denise Willoughby to the Recreation Committee with terms to expire February 1, 2021
2. Discussion on the appointments of Kennedy Plummer and Morgan Stuckey to the Recreation Committee with terms to expire February 1, 2021.
3. Discussion on the re-appointment of Delores Hogan, Mary Korgal, Patricia Sobecki and Helen Wylie to the Endowment Committee with terms to expire January 5, 2021.
4. Discussion on Resolution 2020-02 the Inter-Governmental Agreement between Van Buren Charter Township and the City of Belleville for Emergency Lockup & Dispatch Services.
5. Discussion on the first reading of Ordinance 01-21-20 to rezone a portion of parcel V-125-83-046-99-0011-705 otherwise known as 8001 Haggerty Road from c-1 General Business District to M-1 Light Industrial District.
6. Discussion on Resolution 2020-01 which will initiate the process for the financing of the SHVUA Sanitary District for system improvements and refunding bonds.
7. Discussion on the proposed gateway signage designs.
8. Discussion on the purchase of two (2) 2020 Ford F250's to be utilized by the Building & Grounds staff at the total cost of \$61,646 and two (2) 2020 Ford F150's to be utilized by Water & Sewer staff at the total cost of \$55,840.

PUBLIC COMMENT:

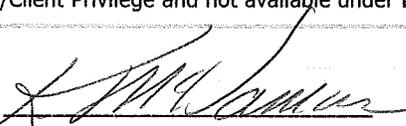
ADJOURNMENT:

Charter Township of Van Buren

Agenda Item _____

REQUEST FOR BOARD ACTION

WORK STUDY: JANUARY 21, 2020
BOARD DATE: JANURAY 21, 2020

New Business	Unfinished Business	Public Hearing	Consent Agenda	X
ITEM (SUBJECT)	Recreation Committee Reappointments			
DEPARTMENT	Parks & Recreation			
PRESENTER	Kevin McNamara			
PHONE NUMBER				
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Jennifer Wright			
Agenda topic				
ACTION REQUESTED				
Reappointments of Charles Coleman, Kimberly Nofz, Tammy Wall, Daniel Belanger, Todd O'Neill, and Denise Willoughby to the Charter Township of Van Buren Recreation Committee, terms to expire 2-1-2021.				
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)				
Consider the reappointments of Charles Coleman, Kimberly Nofz, Tammy Wall, Daniel Belanger, Todd O'Neill, and Denise Willoughby to the Recreation Committee. These members have all expressed interest in being reappointed for another term. The Committee works well as a team and offers ideas as well as recommendations that have been essential to the Parks and Recreation Department.				
BUDGET IMPLICATION	N/A			
IMPLEMENTATION NEXT STEP				
DEPARTMENT RECOMMENDATION				
COMMITTEE/COMMISSION RECOMMENDATION	N/A			
ATTORNEY RECOMMENDATION	N/A			
(May be subject to Attorney/Client Privilege and not available under FOIA)				
ADDITIONAL REMARKS				
APPROVAL OF SUPERVISOR				

Charter Township of Van Buren

Agenda Item _____

REQUEST FOR BOARD ACTION

WORK STUDY: JANUARY 21, 2020
BOARD DATE: JANURAY 21, 2020

New Business

Unfinished Business

Public Hearing

Consent Agenda **X**

ITEM (SUBJECT) Recreation Committee Appointments

DEPARTMENT Parks & Recreation

PRESENTER Kevin McNamara

PHONE NUMBER

**INDIVIDUALS IN
ATTENDANCE (OTHER
THAN PRESENTER)** Jennifer Wright

Agenda topic

ACTION REQUESTED

Appointment of Kennedy Plummer and Morgan Stuckey to the Charter Township of Van Buren Recreation Committee, terms to expire 2-1-2021.

BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)

Consider the appointments of Kennedy Plummer and Morgan Stuckey to the Recreation Committee. These two Belleville High School 10th graders have expressed interest in being appointed to the Recreation Committee. The appointments fall within the By-Laws of this committee. The appointments will be non-compensated and non-voting.

These students will be able to use their time committed to this committee towards their volunteers hours needed prior to graduation.

Both Miss Plummer and Miss Stuckey hold positions with student council and are active in various extracurricular activities.

This Committee is very excited to have these students join and provide their input to the parks and recreation department as well as with the Board of Trustees.

BUDGET IMPLICATION N/A

**IMPLEMENTATION
NEXT STEP**

DEPARTMENT RECOMMENDATION

COMMITTEE/COMMISSION RECOMMENDATION N/A

ATTORNEY RECOMMENDATION N/A

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

ADDITIONAL REMARKS

APPROVAL OF SUPERVISOR



CHARTER TOWNSHIP OF VAN BUREN

BACKGROUND AND PERSONAL DATA OUTLINE ON CANDIDATES FOR APPOINTMENT TO COMMITTEES, COMMISSIONS AND BOARDS

Committee, Commission or Board in which interested: Recreation
Committee

Name: Kennedy Plummer

Address: 278 Bay Pointe Dr. Belleville MI 48111

Home Telephone: N/A Cellular Telephone (313) 348-3077

Work Telephone: (313) 727-3365 Email Address Kennedyplumm@gmail.com

High School: Belleville High School

College: N/A Degree/Course(s): _____

Current Employment: N/A

Job Title: _____

Duties performed: _____

Current membership in organizations and offices held: Student Council
Class of 2022 president

Past membership in organizations and offices held: Boys: Girls Club
Torch Club President

Additional information and comments: Volleyball, Spanish
Club

**RETURN COMPLETED FORM TO THE TOWNSHIP SUPERVISOR'S OFFICE,
46425 Tyler Road, Belleville, MI 48111 (734) 699-8910.**

Kennedy Plummer
Signature

01-9-20
Date

CHARTER TOWNSHIP OF VAN BUREN

BACKGROUND AND PERSONAL DATA OUTLINE ON CANDIDATES FOR APPOINTMENT TO COMMITTEES, COMMISSIONS AND BOARDS

Committee, Commission or Board in which interested: Recreation

Committee

Name: Morgan Stuckey

Address: 44132 Stonebridge Dr. Van Buren Township

Home Telephone: (734) 325-2449 Cellular Telephone: (734) 957-4070

Work Telephone: (734) 957-4070 Email Address: mstuckey722@gmail.com

High School: Belleville High School

College: — Degree/Course(s): —

Current Employment: Student

Job Title: Student Representative

Duties performed: —

Current membership in organizations and offices held: Student council
(publicity manager)

Past membership in organizations and offices held: Attended National
Youth Forum for medicine

Additional information and comments: in band, drama department,
sports department

**RETURN COMPLETED FORM TO THE TOWNSHIP SUPERVISOR'S OFFICE,
46425 Tyler Road, Belleville, MI 48111 (734) 699-8910.**

Morgan Stuckey
Signature

11/9/20
Date

Charter Township of Van Buren

Agenda Item: 3

REQUEST FOR BOARD ACTION

WORK STUDY
JANUARY 21, 2020
BOARD MEETING
JANUARY 21, 2020

Consent Agenda X New Business X (WS) Unfinished Business _____ Public Hearing _____

ITEM (SUBJECT)	Re-appointment of Endowment Committee members
DEPARTMENT	Supervisor's Department
PRESENTER	Director Lynette Jordan
PHONE NUMBER	734-699-8918
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

Agenda topic

ACTION REQUESTED	
To consider the re-appointments of Dolores Hogan, Mary Korgal, Patricia Sobecki and Helen Wylie to the Endowment Committee with terms to expire January 15, 2021.	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
BUDGET IMPLICATION	
IMPLEMENTATION NEXT STEP	
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	
ATTORNEY RECOMMENDATION	
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	None
APPROVAL OF SUPERVISOR	

CHARTER TOWNSHIP OF VAN BUREN

BACKGROUND AND PERSONAL DATA OUTLINE ON CANDIDATES FOR APPOINTMENT TO COMMITTEES, COMMISSIONS AND BOARDS

Committee, Commission or Board in which interested: Water

Name: Eileen Parent

Address: 42782 Berkdale Dr VBT

Home Telephone: Cellular Telephone 734-776-4008

Work Telephone: Email Address

High School: Bishop Noll Inst, Hammond IN

College: De Paul Univ Degree/Course(s): BS business; MS educ
Indiana Univ

Current Employment:

Job Title: retired teacher

Duties performed:

Current membership in organizations and offices held:

Past membership in organizations and offices held:

Additional information and comments:

**RETURN COMPLETED FORM TO THE TOWNSHIP SUPERVISOR'S OFFICE,
46425 Tyler Road, Belleville, MI 48111 (734) 699-8910.**

E Parent

Signature

01-09-2020

Date

Charter Township of Van Buren

Agenda Item: 4

REQUEST FOR BOARD ACTION

WORK STUDY

DATE: JANUARY 21, 2020

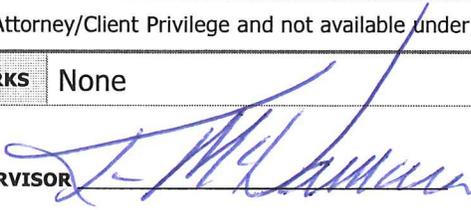
BOARD MEETING

DATE: JANUARY 21, 2020

Consent Agenda New Business Unfinished Business Public Hearing

ITEM (SUBJECT)	Resolution 2020-02: Inter-Governmental Agreement between Van Buren Charter Township and the City of Belleville for Emergency Lockup & Dispatch Services
DEPARTMENT	Public Safety
PRESENTER	Director Greg Laurain
PHONE NUMBER	734-699-8930
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

Agenda topic

ACTION REQUESTED	
To consider approval of Resolution 2020-02: Inter-governmental Agreement between Van Buren Charter Township and the City of Belleville for Emergency Lockup & Dispatch Services and authorize the Supervisor and Clerk to execute the Agreement.	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
The current Inter-Governmental Agreement between Van Buren Charter Township and the City of Belleville is set to expire in 2020.	
Please see attached redlined IGA which renews the existing Agreement for an additional three years (with an optional fourth year, if not terminated by either party) with a 2.5% increase for emergency services per year.	
BUDGET IMPLICATION	
IMPLEMENTATION NEXT STEP	
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	
ATTORNEY RECOMMENDATION	
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	None
APPROVAL OF SUPERVISOR	

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CHARTER TOWNSHIP OF VAN BUREN AND THE
CITY OF BELLEVILLE FOR EMERGENCY DISPATCH
AND LOCKUP SERVICES AGREEMENT**

THIS AGREEMENT entered into this _____ day of _____ 2020 by and between: the Charter Township of Van Buren, 46425 Tyler Road, Van Buren Township, Michigan 48111, a municipal corporation hereinafter referred to as “the Township” and the City of Belleville, 6 Main Street, Belleville, Michigan 48111, a municipal corporation hereinafter referred to as “the City”.

WHEREAS, the Township and the City have heretofore each provided emergency dispatch and lockup services in conjunction with public safety; and

WHEREAS, the Township and the City have determined that each municipality would realize certain benefits upon the transfer of the City’s dispatch and lockup services to the Township; and

WHEREAS, Public Act 32 of the Public Acts of 1986, as amended, being MCL 484.1101 *et seq.*, and MCL 124.531 *et seq.* authorizes agreements between public agencies for these services;

NOW THEREFORE, the Township and the City hereby agree as follows:

1. GENERAL AGREEMENT.

The Township agrees to provide emergency dispatch and lockup services to the City in accordance with the terms and conditions of this Agreement which will be administered by the Township in the E-911 Dispatch and Communication Services Center within the Department of Public Safety of the Township and in accordance with applicable state and federal law.

2. DEFINITIONS.

For the purposes of this Agreement, the hereinafter listed terms shall have the corresponding definitions:

- a. “City,” “City Council,” “Mayor”, “City Manager”, “City Police Chief”, and “City Fire Chief” shall mean the City of Belleville, its City Council, its Mayor, and its City Manager, its Police Chief and its Fire Chief respectively.

- b. "Contract Year" and "Fiscal Year" shall both mean a 12-month period during which emergency dispatch services are to be rendered to each municipality, commencing on January 1 of each calendar year.
- c. "Detainee", "Person" or "Subject" shall all mean a person whom the City desires to transfer or who has been transferred to the Township lockup.
- d. "Emergency Dispatch Services" or "Dispatch Services" shall mean the services mandated to be performed by the Township for the City pursuant to this Agreement.
- e. "Lockup Services" shall mean the detention of persons awaiting processing, booking, court appearances, or transportation to a jail, for a period not to exceed seventy-two (72) hours in accordance with MCL 791.262(1) (e).
- f. "Municipality" shall mean either the Township or the City, and when plural it shall mean both the Township and the City.
- g. "Township," "Township Board," "Township Supervisor," and "Township Director of Public Safety" shall mean the Charter Township of Van Buren, its Board of Trustees, and its Supervisor, and its Director of Public Safety, respectively.

3. TRANSFER OF SERVICES.

The City hereby agrees to transfer to the Township the function and responsibility of providing Emergency Dispatch and Lockup Services in conjunction with public safety and to designate and authorize the Township to serve as its Primary Public Safety Answering Point (PSAP) in accordance with MCL484.1318. The City agrees to turn over all necessary information and documents, whether contained on paper or on electronic format, to the Township necessary for the efficient provision of such services required in this Agreement. The Township agrees to accept such transfer and designation and to provide Emergency Dispatch Services and Lockup Services in conjunction with public safety as hereinafter set forth in this Agreement.

4. LEVEL OF SERVICES.

The municipalities agree that the following Emergency Dispatch and Lockup services shall be provided by the Township to the City:

- a. **EMERGENCY DISPATCH.** Dispatch Services shall include, but not be limited to:

- i. Answering incoming phone calls of a general informational or administrative nature;
- ii. Answering incoming E-911 calls for service and forwarding information to the appropriate jurisdictions/department, i.e. police, fire, emergency medical services, etc.;
- iii. Providing Law Enforcement Information Network (LEIN) and National Crime Information Center (NCIC) services to administrative personnel, investigators and patrol officers as required and/or as requested and authorized by Township department policies;
- iv. Dispatching and monitoring the following units as required by calls for service: police, fire and emergency medical services.
- v. Operating installed radio equipment, including dispatching and receiving calls, monitoring officer (police/fire or public safety) communications, monitoring adjacent public safety agencies for activity that might affect the Township or the City, operating emergency notification systems, i.e., sirens, pagers, alert tones, etc. and maintaining the 800 mghz state radio system, and other inter-agency connections and/or systems to coordinate-activity involving more than one jurisdiction;
- vi. Operating installed computer equipment including computer-aided dispatch, entry/retrieval of records and related information, and providing, if necessary, computer generated reports as required by the shift assignments, and accessing Law Enforcement Information Network (LEIN) and National Crime Information Center (NCIC) computers;
- vii. Using and monitoring the installed mobile data terminal equipment to maintain the administrative/confidential contacts with patrol units;
- viii. Providing paging services to all governmental entities as required or requested;
- ix. Testifying in Court, at deposition, or any required administrative hearing;
- x. Providing training and professional development to dispatch personnel.

b. **LOCKUP SERVICES.** Lockup Services shall include, but not be limited to:

- i. Detention of persons awaiting processing, booking, court appearances, or transportation to a jail, for a period not to exceed seventy-two (72) hours.
- ii. Providing meals to detainees in the lockup in accordance with Van Buren Township Police Department Rules and Regulations;
- iii. Providing conditions of detention in accordance with the Van Buren Township Police Department Rules and Regulations;
- iv. Testifying in Court, at depositions, or any required administrative hearing that is prisoner related.
- v. Upon request, the provision of equipment and personnel necessary for video arraignment;
- vi. Releasing detained persons pursuant to Van Buren Township's policies and procedures;
- vii. Taking and processing bonds from detained persons; and
- viii. Providing other Lockup Services as agreed to by the parties.

c. **ACCEPTANCE AND SEARCHES OF DETAINEES.**

In order for a subject arrested by the City to be admitted to the Township lockup, he or she first must be accepted by the Township. When the City desires to have a subject detained at the Township lockup, the City police officer shall turn over to the Township officer-in-charge (or his/her designee) all booking intake forms and other information as requested by the Township officer-in-charge (or his/her designee).

The City police officer transporting the subject shall conduct a thorough and appropriate search of the subject in accordance with the Township policies and procedures prior to turning the subject over to the Township. The Township may conduct its own search of the subject prior to accepting the subject for lockup. If not refused, the subject is accepted.

- d. **REFUSAL OF SUBJECTS.** The Township reserves the right to refuse admittance to its lockup of any subject who is suffering from mental illness or from a medical condition that threatens the security or the efficient operation of the Township's lockup. In the event the Township's lockup facility reaches maximum capacity, the Township reserves the right to release less serious subjects, based on its sole discretion, whether it be on personal bond and/or an appearance ticket; In such circumstances the Township will make all reasonable efforts to notify the City Police Chief of the course of action taken.

- e. **MEDICAL SERVICES.** The City shall be responsible for the costs of provision of medical services provided to any of its detainees under this Agreement for the full duration of detention. If any detainee accepted by the Township for lockup services necessitates medical care or treatment, the City shall be solely responsible for the payment for medical services rendered to its detainees. If, after acceptance of a subject for lockup in the Township, the detainee requires medical care and/or treatment, the City shall provide officers to guard the detainee during the course of the detainee's transportation and medical care. The City hereby agrees to and shall indemnify and hold harmless the Township, its representatives, agents, elected officials, employees, public safety personnel and volunteers for any and all claims, demands, lawsuits, damages, costs, expenses, liability, attorney fees or causes of action brought by any individual, entity, partnership, person, corporation or governmental unit against them arising from or in any way connected with the medical care and treatment of detainees housed in the Township's lockup pursuant to this Agreement.

- f. **TRANSPORTATION.** The City shall be responsible for transportation of detainees in lockup pursuant to this Agreement from the Township's lockup to court, county jail, medical care facility or other facility as required.

5. ADMINISTRATIVE AND FINANCIAL RESPONSIBILITY. The Township's provision of Emergency Dispatch and Lockup Services to the City shall be administered by the Township as follows:

- a. **EXCLUSIVE CONTROL BY THE TOWNSHIP DIRECTOR OF PUBLIC SAFETY.** The Dispatch Services and Lockup Services transferred to the Township shall be under the exclusive jurisdiction and control of the Township Director of Public Safety He shall issue and enforce orders, policies and procedures for the administration of the dispatch center and procedures concerning Llockup. He shall keep

the City Police Chief and the City Fire Chief advised at all times of the current policies and procedures as they affect the City Departments and provide them with all written documents regarding such policies and procedures. The City shall treat such written documents in the same manner that the Township treats them, and keep them confidential if so marked. All City personnel transporting subjects for lockup to the Township shall adhere to Township policies and procedures concerning lockup.

- b. **CITY INPUT.** While the Dispatch and Lockup Services transferred to the Township shall be under the exclusive control and jurisdiction of the Township Director of Public Safety, the Township Director of Public Safety shall receive advice for the services called for herein from the City Police Chief and the City Fire Chief. If either the City Police Chief or the City Fire Chief shall object to a policy or procedure utilized in the provision of Dispatch Services or Lockup Services to the City, the City Police Chief, the City Fire Chief or their designees shall submit the City's objection to the Township Director of Public Safety or his designee. The Township Director of Public Safety or his designee shall respond to same in writing within 72 hours, providing such facts and opinions which support his determination of the issue. In the event that the matter is not resolved to the City's satisfaction after the Township Director of Public Safety response, the City Police Chief, City Fire Chief, the City Manager and Mayor may request that the issue be reviewed within one (1) week in a meeting with the Director of Public Safety and the Township Supervisor. The decision of the Township Supervisor, which shall be issued in writing within one (1) week of the meeting, shall be final.

The City agrees to maintain its Police and Fire Department policies and procedures to be compatible as possible with the Township policies and procedures of the dispatch and lockup operations, subject to the essential operational needs of the City.

The City is not responsible for the customs, policies, or practices of the Township as related to the operation of the dispatch center and jail facility or the provision of Lockup Services. The City is not responsible for the hiring, supervision, or training of dispatch and jail personnel. The City is not responsible for the jail building, its operation, or its design.

c. ANNUAL FEE FOR DISPATCH AND LOCKUP SERVICES.

Subject to the termination provisions in Section 7, the annual fee for Dispatch Services, including wages, benefits, training expenses, administrative expenses and equipment and for Lockup Services including detainee monitoring, arraignments, bonding, detainee releasing and meals and all other costs shall be as follows:

<u>Contract Year</u>	<u>Dispatch</u>	<u>Lockup</u>	<u>Total</u>
<u>2020</u>	<u>\$155,529</u>	<u>\$ 28,725</u>	<u>\$184,254 (2.5% increase)</u>
<u>2021</u>	<u>\$159,418</u>	<u>\$ 29,443</u>	<u>\$188,860 (2.5% increase)</u>
<u>2022</u>	<u>\$163,403</u>	<u>\$30,179</u>	<u>\$193,582 (2.5% increase)</u>

The City shall pay the annual fee in four quarterly installments in the first month of each quarter of the fiscal year. The Township may add a service charge of one percent (1%) on the first day of each month to any balance in arrears.

In the event the Agreement is renewed for an additional period of time, the parties shall negotiate in good faith to arrive at a mutually agreeable annual fee schedule. If no mutually agreed upon fee schedule can be agreed upon, this agreement shall automatically terminate.

The Township and City acknowledge and agree that the above stated annual fees are based upon projected actual costs, and the parties' desire to provide a method by which the Township will receive an annual fee which is no less than its actual annual total costs for providing Dispatch and Lockup Services. Therefore, the City and Township agree that the City shall pay to the Township, at a minimum, the above stated projected annual costs regardless of the actual annual costs incurred by the Township, provided however, if the actual annual costs incurred by the Township for the Dispatch and Lockup Services in any year exceed the projected annual costs for that year, then the City shall pay to the Township, in addition to the projected annual cost, an amount equal to the additional actual cost. The Township shall provide written documentation to the City of the additional actual

cost and the City shall pay to the Township the additional actual cost within thirty (30) days of receipt of the Township's documentation.

- d. **PERSONNEL** All personnel necessary to provide the services under this agreement shall be employees of the Township and shall be subject to the applicable Township collective bargaining agreement, the Township Policies and Procedures Manual, and any Township department operating procedure and directive. The parties further agree that if there is a transfer of any employee from the City to the Township, he or she shall be subject to the terms of any applicable collective bargaining agreement and hiring policies and directives of the Township. The parties further agree that all of the Township's costs associated with the hiring of additional employee(s), including, but not limited to, the costs of wages, paid time off and benefits, (health care, pension, disability, etc.) shall be borne by the Township.
 - e. **SET-UP EXPENSES.** Initial costs incurred by either party in connection with the implementation of this agreement shall be the responsibility of the party incurring the cost.
 - f. **IMPROVEMENTS TO EQUIPMENT IN CITY VEHICLES.** If the Township makes capital improvements to the dispatch center equipment which necessitates modification or replacement of equipment belonging to the City, the City shall be responsible for the purchase and cost of such modification or replacement. Township shall inform the City of Belleville at least 120 days prior to the upgrade or replacement of equipment in the dispatch center which would affect the City, absent any unforeseen circumstances that will impair the Township's ability to make such notification.
 - g. **REVENUE OPPORTUNITIES.** The City agrees to cooperate with the Township as a joint applicant on applications for grant funds for dispatch and lockup purposes, but shall not be required to provide any part of a local match, except for a portion of a local match directly related to City-owned equipment. Ownership interest in grant-funded equipment shall be agreed to in writing at the time the grant application is made.
6. **TOWNSHIP PROPERTY.**

All equipment, assets and other property of the Van Buren Township Dispatch Center and Lockup Facilities shall remain the sole and exclusive property of the Township. Payment for services by the City, provided pursuant to this Agreement shall not grant the City any interest whatsoever in the Township's equipment, assets or other property.

7. TERM OF AGREEMENT.

This Agreement shall be effective for ~~one (1) year~~ three (3) years, beginning on January 1, ~~2017~~ 2020 and ending on ~~the 31st day of~~ December ~~31, 2019~~ 2022. ~~This Agreement is automatically renewable and automatically renewed~~ for an additional one (1) year period (including a 2.5% increase) unless terminated by either of the parties in accordance with this paragraph. Either party may terminate this agreement at any time by providing written notice to the other party six (6) months in advance of termination. Annual fees for Township Dispatch and Hlockup ~~s~~Services for any renewal periods shall be negotiated by the parties.

8. LIABILITY.

a. The Township shall be responsible for providing liability insurance coverage for all operations of its Dispatch Center and Hlockup ~~f~~Facility, including the provision of Dispatch Services to the City. The City shall be named as additional insured in connection with the Emergency Dispatch Services provided by the Township. The City shall separately reimburse the Township for any costs incurred by the Township to add the City to the policy to implement this paragraph.

b. The City shall maintain liability insurance covering its Police Department personnel for their arrests, transportation and detention of its detainees. The City shall add Van Buren Township its agents, representatives, elected officials, employees, public safety personnel and volunteers as an additional insured for these liabilities. The Township shall add the City, its agents, representatives, elected officials, employees, public safety personnel and volunteers as additional insured under its policy for the services provided herein. All costs associated with adding additional insured's under the City's policy shall be paid separately by the Township.

9. HOLD HARMLESS.

To the fullest extent permitted by law, the City agrees to hold the Township, its agents, representatives, elected officials, employees, public safety personnel and volunteers harmless from any and all claims, suits, demands, damages, costs, expenses, liability, attorney fees, judgments, or causes of action made against the Township for the actions of the City's elected or appointed officials, employees, agents or volunteers arising from or in connection with the performance of this agreement.

To the fullest extent permitted by law, the Township agrees to hold the City, its agents, representatives, elected officials, employees, public safety personnel and volunteers harmless from any and all claims, suits, demands,

damages, costs, expenses, liability, attorney fees, judgments, or causes of action made against the City for the actions of the Township's elected or appointed officials, employees, agents or volunteers arising from or in connection with performance of this agreement.

10. MISCELLANEOUS PROVISIONS.

- a. This Agreement and the rights of the parties will be interpreted, construed, governed by and performed within the laws of the State of Michigan.
- b. This Agreement constitutes the entire agreement between the parties.
- c. This Agreement may not be amended, revoked, changed or modified except by way of prior written agreement by all of the parties. No waiver of any provision of this Agreement will be valid unless in writing and signed by the party against whom such waiver is charged.
- d. The validity or unenforceability of any particular provision of this Agreement will not affect its other provisions and this Agreement will be construed in all respects as if such invalid or unenforceable provision were omitted.
- e. This Agreement supersedes and revokes any previous agreements entered into between the parties.
- f. The Recitals to this Agreement are incorporated herein by reference.

IN WITNESS WHEREOF, this Agreement has been executed by the Township, and the City, as of the date of this Agreement, and has been authorized and approved by the respective parties hereto.

For the Charter Township of Van Buren

By Its Supervisor, Kevin McNamara

By Its Clerk, Leon Wright

For the City of Belleville

By Its Mayor, Kerreen Conley

By Its Clerk, Sherri Scharf

Charter Township of Van Buren

Agenda Item: 5

REQUEST FOR BOARD ACTION

WORK STUDY MEETING DATE: 1/21/20

1ST READING: 1/21/20

2ND READING: 2/4/20

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

ITEM (SUBJECT)	To consider approval of the 1 st & 2 nd reading of Ordinance #01-21-20 to rezone a portion of a parcel V-125-83-046-99-0011-705 located on the east side of Haggerty Road south of Ecorse Road, otherwise known as 8001 Haggerty Road from C-1, General Business District to M-1, Light Industrial District.
DEPARTMENT	Planning & Economic Development
PRESENTER	Dan Power, Director of Planning & Economic Development
PHONE NUMBER	734-699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Matt Best, Director of Public Services Elizabeth Renaud, Executive Assistant Public Services

Agenda topic

ACTION REQUESTED	To consider approval of the 1 st & 2 nd reading of Ordinance #01-21-20 to rezone a portion of a parcel V-125-83-046-99-0011-705 located on the east side of Haggerty Road south of Ecorse Road, otherwise known as 8001 Haggerty Road from C-1, General Business District to M-1, Light Industrial District.
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	Please see attached reports.

BUDGET IMPLICATION	None
IMPLEMENTATION NEXT STEP	After final approval notice of adoption will be posted in newspaper of record.

DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	Approval

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

ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	

PLANNING & ZONING APPLICATION

Case number 19-029

Date Submitted 08/07/2019
SUBMITTED FOR REZONING

APPLICANT INFORMATION

Applicant Judy Pendergrass Phone 313.235.8564
 Address One Energy Plaza, 1055 WCB Fax _____
 City, State Detroit, MI Zip 48228
 E-mail Judy.pendergrass@dteenergy.com Cell Phone Number 313.347.3242
 Property Owner DTE Electric Phone 855.383.4249
 (if different than applicant)
 Address One Energy Plaza Fax _____
 City, State Detroit, MI Zip 48228
 Billing Contact _____ Phone _____
 Address _____ Fax _____
 City, State _____ Zip _____

SITE/PROJECT INFORMATION

Name of Project DTE ASOC
 Parcel Id No. V125-83- 046-99-0004-00 Project Address 8001 Haggerty Rd
 Attach Legal Description of Property
 Property Location: On the South Side of Ecorse Road; Between Haggerty Road
 and I-275 Metro Trail Road. Size of Lot Width 1260' Depth 416'
 Acreage of Site 6.534 Total Acres of Site to Review 6.534 Current Zoning of Site M1, C1
 Project Description: DTE Energy is proposing to construct an Alternate System Operation Center (ASOC)
to be located in Van Buren Township, MI. The proposed building will function as a "back-up" facility for
the DTE Downtown Campus Electrical Systems Operation Center (ESOC);
 Is a re-zoning of this parcel being requested? Yes YES (if yes complete next line) NO
 Current Zoning of Site M1, C1 Requested Zoning M1

82.234
600'
Approx.
1.2 acres

SPECIAL PERMIT INFORMATION

Does the Proposed Use Require Special Approval? YES (if yes complete next line) NO
 Section of Zoning Ordinance for which you are applying _____
 Is there an official Woodland within parcel? Yes Woodland acreage 3.352
 List total number of regulated trees outside the Woodland area? 318 Total number of trees 724
 Detailed description for cutting trees The trees will be cut during the winter months. Trees will to be
removed will be clearly marked on the plans and in the field.
Snow fence will delineate the construction/demolition area.
 If applicable application **MUST** be accompanied with a Tree Survey or statement of no trees, which incorporates all the
 requirements listed in Section 4.43 of Zoning Ordinance 6-2-92, as amended.

OWNER'S SIGNATURE

Judy Pendergrass
 Print Property Owner's Name
Judy Pendergrass
 Signature of Property Owner

ANA GRACIELA SHAFFER
 Notary Public, Macomb County, MI
 Acting in the County of Wayne
 My Commission Expires April 05 2024
8-16-2019
 Date

STATE OF MICHIGAN
 COUNTY OF WAYNE

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

Subscribed and sworn before me this 16 day of August 2019
Ana Graciela Shaffer Notary Public, Wayne County, Michigan My Commission expires April 05 2024 2024
Rec 1/2/24



August 14, 2019

To whom it may concern

As property owner and applicant DTE hereby authorizes Neumann Smith Architecture to submit planning and zoning applications on behalf of DTE Electric for approval by Van Buren Township for the construction of DTE's Alternate System Operations Center (ASOC). The ASOC will be a back-up facility in the event the primary Electrical System Operations Center (ESOC) is inaccessible /inoperable. The construction of this facility is a requirement set forth by the North American Electric Reliability Corporation.

Sincerely,

Judy Rendergrass
Project Manager
DTE Energy
Major Enterprise Projects
One Energy Plaza, 1055WCB
Detroit, Michigan 48226

**CHARTER TOWNSHIP OF VAN BUREN
PLANNING COMMISSION
PUBLIC HEARING**

Notice is hereby given that the Charter Township of Van Buren Planning Commission will hold a public hearing on **Wednesday, December 11, 2019 at 7:30 p.m.**, in the Board of Trustees Room, 46425 Tyler Road, Charter Township of Van Buren, Wayne County, Michigan to consider the following requests.

1. **Case 19-029:** A request by Judy Pendergrass on behalf of DTE ASOC to rezone a portion of a parcel V-125-83-046-99-0011-705 located on the east side of Haggerty Road, south of Ecorse Road with the address 8001 Haggerty Road, from C-1, General Business District to M-1, Light Industrial District.

Please address any written comments to the Van Buren Township Planning Commission at, 46425 Tyler Road, Van Buren Township, MI 48111 or by e-mail at mbest@vanburen-mi.org. Written comments will be accepted until 4:00 p.m. on the hearing date and all materials relating to this request are available for public inspection at the Van Buren Township Hall prior to the hearing.

Van Buren Township will provide necessary reasonable auxiliary aides and services to individuals with disabilities who are planning to attend. Please contact the Van Buren Township Planning & Economic Development department at 734-699-8913 at least seven (7) days in advance of the meeting if you require assistance.

Posted: November 18th, 2019
Published: November 21st, 2019
Mailed: November 21st, 2019





MCKENNA

September 18, 2019

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

Subject: VBT-19-029 RZ; Review of DTE ASOC/8001 Haggerty Road Application to Amend the Charter Township of Van Buren Zoning Map

Dear Commissioners:

We have reviewed the application by DTE ASOC ("applicant") to rezone the following parcel illustrated on the map below from C-1 (General Business) to M-1 (Light Industrial). The site is located on the east side of Haggerty Road, just south of Ecourse Road and has a tax parcel identification number: V-125-83-046-99-0011-704. The parcel is mostly zoned M-1 with a narrow 82' wide x 595' deep piece on the north end, with frontage onto Haggerty and an area of 6.53 acres being zoned C-1. The applicant's request is to zone the "strip" of land to M – 1 designation.

Figure 1. Subject Site Location



Source: Google Maps

HEADQUARTERS
235 East Main Street
Suite 105
Northville, Michigan 48167

O 248.596.0920
F 248.596.0930
MCKA.COM

Communities for real life.

Planning and zoning law provides that government has a legitimate interest in maintaining compatibility of surrounding areas, protecting and preserving natural resources, and ensuring adequate infrastructure such as roads, water supply and sanitary sewage disposal. Adoption of a master plan and imposition of zoning restrictions to accomplish those interests, as well as to avoid overcrowding, preserve open space, and protect the aesthetics of an area of land are consistent with the Michigan Planning Enabling Act (P.A. 33 of 2008) and Michigan Zoning Enabling Act (P.A. 110 of 2006).

The Master Plan was originally adopted in 1989 and amended in 1999 (Single Family Residential Plan), 2000 (Ecorse-Haggerty Corridor Plan), 2001 (Grace Lake Area Plan), 2007 (South Side Master Plan), and 2010 (Belleville Road District Plan). The Master Plan is currently under review for a complete revision. Our comments on and analysis of this request follows.

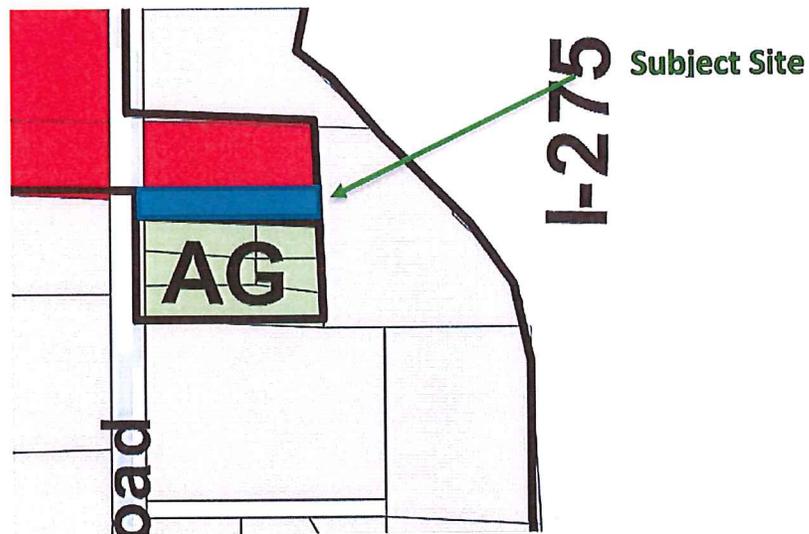
DESCRIPTION

The table below summarizes the existing land use, zoning, and master plan designations in and around the subject site, according to the Master Plans and Zoning Ordinance.

	Existing Land Use	Zoning	Future Land Use Classification
Subject Site	Vacant wooded land	C-1 (General Business)	Office/Light Industrial
North	Vacant commercial	C-1 (General Business)	Office/Light Industrial
South	Single Family Residential	AG (Agricultural and Estates)	Office/Light Industrial
East	Vacant wooded land	M-1 (Light Industrial)	Office/Light Industrial
West	Industrial	M-1 (Light Industrial)	Office/Light Industrial

Specifically, the zoning of the subject site and surrounding areas are in the following figure:
Figure 2. Zoning of Subject Site and Surrounding Area

Source: Charter Township of Van Buren Zoning Map





REZONING STANDARDS

Article 12, Chapter 5 of the Zoning Ordinance includes the procedures and standards for reviewing Zoning Ordinance amendment applications. Section 12.504(A) through (K) includes specific standards of review for the Planning Commission and Township Board of Trustees to consider prior to taking action on an amendment application. These standards are as follows:

(A) Consistency with the goals, policies, and objectives of the Master Plan and any sub-area plans. If conditions have changed since the Master Plan was adopted, consistency with recent development trends in the area shall be considered.

The Michigan Zoning Enabling Act requires a zoning ordinance to be based upon the Master Plan. Although the Master Plan was originally adopted in 1989, it has been amended in 1999 (Single Family Residential Plan), 2000 (Ecorse-Haggerty Corridor Plan), 2001 (Grace Lake Area Plan), 2007 (South Side Master Plan), and 2010 (Belleville Road District Plan).

The Master Plan designates the subject site and the abutting parcels to the north, east and west as office/light industrial district. The proposed M-1 designation is consistent with that vision in the Master Plan, more so than the current commercial zoning of the property. The M-1 district is intended to light industrial and office type of uses, while providing easy access with proximity to the freeway and interchanges. The existing uses in the area and the development trends clearly indicate the need for light industrial and office zoned parcels, rather than commercially zoned parcels. The future land use plan map has clearly delineated commercial corridors in different parts of the Township and the subject site is not one of them.

(B) Consistency with the basic intent and purpose of this Zoning Ordinance.

The Purpose and intent of Section 1.102 of the Zoning Ordinance includes imposing regulations and restrictions governing the location and construction of structures and buildings to be used for business, industry, residence, social purposes, and other specified purposes. To that end, there are provisions for zoning districts, setbacks, building height, land use, parking and loading, access management, landscaping and screening, and environmental performance.

The subject site is a narrow parcel that would be very challenging to build on for any commercial uses, and is located in an area of industrial-office uses. While having a commercial use at the site may be of service to the employees and tenants of the numerous industrial and office buildings in the area, the site is just a few miles from the main downtown Belleville Road corridor area with all types of commercial businesses. Further, commercial uses typically experience higher traffic volumes throughout the day than office/light industrial uses, which would be a concern next to existing single family residential use. The applicant is requesting a change of zoning to allow for the entire parcel to have a single zoning designation and has no plans to build on the parcel at this time. The parcel is to remain wooded and untouched.

(C) The capability of the street system to safely and efficiently accommodate the expected traffic generated by uses permitted in the requested zoning district.

The site's frontage along Haggerty Road has 2 lanes in each direction and no center turn lanes; however, just north of the site is the deceleration lane for Ecorse Road which leads to the ramp to I-275. As previously noted, the subject site is a very narrow parcel not conducive to a commercial development and the applicant has no plans to make any changes to the parcel at this time. Therefore, the change of zoning will not result in any additional traffic on the abutting roadway.

(D) *The capacity of the Township's utilities and services sufficient to accommodate the uses permitted in the requested district without compromising the health, safety, and welfare of the Township.*

Although there are no plans to build on this parcel at this time, we are not aware of any constraints on the water and sewer systems that would prevent service to the subject site, we will defer to the Van Buren Township Department of Public Services.

(E) *That conditions have changed since the Zoning Ordinance was adopted or there was an error in the Zoning Ordinance that justifies the amendment.*

We are not aware of any errors in the Zoning Ordinance or Zoning Map, so a rezoning cannot be granted on the grounds that there is an error to correct. The Township has granted a few requests for rezoning in the past few years, all based upon review of the Ordinance standards and the Master Plan. The applicant's current request for rezoning is also following the established and required process.

Over the last few years, Van Buren Township has experienced a high demand for new industrial development and expansions of existing industrial land uses. Several approved industrial site plans in the past few years include Costco, Ashley Capital, Subaru tech center, U.S.Signals, Chase Bank Data Center etc. There is a definite market trend showing the demand for more industrial and office-technology based uses, rather than commercial uses. The Township recently rezoned a commercial parcel at the corner of Tyler and Haggerty Road (close to the subject site) to industrial designation to accommodate such growth and demand. The Township Master Plan is currently being reviewed and will involve an inventory of land planned for various uses, potential demand for such land and identification of areas of the Township suitable for future industrial development, if any.

(F) *That the amendment will not be expected to result in exclusionary zoning.*

In general, exclusionary zoning is a prohibition of a land use when there is a demonstrated need for the use in the community. If the site is rezoned from C-1 to M-1, there are many available areas of the township where uses in the C-1 district can be established. The applicant's request for rezoning is to convert a split zoned parcel to a single consistent zoning designation.

(G) *If a rezoning is requested, compatibility of the site's physical, geological, hydrological and other environmental features with the uses permitted in the proposed zoning district.*

Currently, the site is a flat vacant wooded lot. According to the Michigan Department of Environmental Quality (MDEQ) Wetlands Map Viewer, a significant portion of the site is covered in hydric soils and there are some wetlands on the eastern edge of the parcel or close to it. According to FEMA, the site is an area of 'minimal flood hazard'. As noted previously, there are no plans to develop this parcel at this time. A plan being reviewed for site plan approval on the larger parcel (of which the subject site is part of) will be subject to review and approval by the Township Engineer and appropriate governing authorities.

(H) *If a rezoning is requested, compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values.*

The permitted uses and special land uses of the M-1 zoning district are listed in the following table:





PERMITTED USES	SPECIAL LAND USES
<ul style="list-style-type: none"> • Wholesale Sales • Warehousing (excluding Distribution Centers) • Manufacturing and Processing (Light) • Laboratories, Minor • Laboratories, Major • Retail Dry Cleaning Plants and Laundries • Public utility buildings, telephone exchange buildings, electric transformer stations and substations and gas regulator stations and including storage yards, when necessary to serve the immediate vicinity. • High Tech, Data Processing, and Computer Centers • Accessory Outdoor Industrial Storage • Accessory structures and uses customarily incidental to the above permitted uses • Indoor Recreation. 	<ul style="list-style-type: none"> • Automobile Wash Establishment, Automatic • Drive-In Theaters • Private Clubs • Recreational Vehicle Storage Yards • Regulated Uses (Tattoo establishments, pawnshops, pool and billiard halls, and massage parlors) • Outdoor Storage of Building or Contracting Equipment and Supplies • Instructional Services, Outdoor • Truck Repair and Maintenance Facility, Minor • Accessory Caretaker Dwelling

The area of focus for this standard is the impact that the proposed M-1 zoning district will have on the abutting properties, specifically any single family residential uses. As noted previously, the land to the north is zoned commercial, but vacant. All the uses to the west and east are non-residential. However, there is an existing non-conforming single family use located to the south of the subject property.

The M-1 District is intended to be located so that uses will be developed with limitations being placed on any negative impacts on adjacent uses from characteristics and conditions such as truck traffic, noise, glare, and other features of light industrial operation. The Zoning Ordinance has provisions for inclusion of greenbelts along property lines of non-residential uses and residential uses. In addition, aspects of landscaping, lighting, traffic and hours of operation are also strictly regulated. As noted the applicant has no plans to develop the subject site at this time and the request for rezoning is to provide uniform zoning to a split zoned parcel. The parcel currently is heavily wooded and vegetated and the applicant proposes no changes to it; therefore, no negative impacts are anticipated at this time. Should the parcel ever be built on in the future, the site plan review and approval process will review all potential impacts.

(I) If a rezoning is requested, the boundaries of the requested rezoning district will be reasonable in relationship to surrounding zoning districts, and construction on the site will be able to meet the dimensional regulations for the requested zoning district.

If the site is rezoned to M-1, the boundaries of this requested district would be contiguous with the remaining portion of the larger parcel to the east, which is zoned M-1. The site is a 6.53 acre parcel and is rectangular in shape. The limited size and narrow frontage will pose a challenge for any construction on the site. In its present configuration the parcel will likely only accommodate an access drive to the larger parcel to the east. If in the future the parcel to the north is rezoned to M-1 in conformance to the Master Plan, the subject site could possibly be combined with that parcel to create a viable buildable parcel.

(J) If a rezoning is requested, the requested zoning district is considered to be more appropriate from the Township's perspective than another zoning district.

Based on market trends, there is not as much demand for commercial properties as there is for Industrial and office based uses. It is entirely appropriate to change the zoning of the subject site from commercial to M-1 to be in conformance with the zoning designation of the larger parcel, of which it is a part. The applicant is in the process of seeking site plan approval for a back-up systems operation center utility exchange building as part of the larger DTE site located to its south. Issues related to parking, screening, landscaping, fencing etc. will be reviewed with site plan approval.

(K) If a rezoning is requested to allow for a specific use, rezoning the land is considered to be more appropriate than amending the list of permitted or special land uses in the current zoning district to allow the use.

The applicant is not requesting any specific use for the parcel at this time. As noted above, the applicant is in the process of seeking site plan approval for a back-up systems operation center on the larger portion of the parcel to the east. The site plan proposes to leave the subject site as is, with no changes. Amending the C-1 district which is purely a commercial zoning district to allow for light industrial and similar uses would not be appropriate.

(L) If a rezoning is requested, the requested rezoning will not create an isolated or incompatible zone in the neighborhood.

The site is part of a larger M-1 zoned parcel. Therefore, the proposed rezoning is not creating an isolated or incompatible zone in the neighborhood. The proposed rezoning is consistent with the office/industrial designation of the parcel and all the surrounding properties in the future land use plan. The proximity of the site to the other industrial uses makes the proposed zoning to M-1 a good fit into the neighborhood. The existing nonconforming single family dwelling to the south of the subject site could be protected from any potential adverse effects of a use on the site, by the greenbelt and screening requirements in the Zoning Ordinance.

RECOMMENDATION

At this time, the application to rezone the subject site from C-1 to M-1 meets the following standards of Section 12.504(A) through (K) of the Zoning Ordinances:

1. Section 12.504(A). The proposed rezoning is consistent with the goals, policies, and objectives of the Master Plan and its subsequent amendments. The proposed M-1 zoning designation is consistent with the office/industrial designation envisioned in the Master Plan for the site and abutting properties.
2. Section 12.504(B). The proposed rezoning is consistent with the intent to the zoning ordinance and the existing development pattern of the area.
3. Section 12.504 (C). The site has frontages on a major thoroughfare, which is capable of handling any traffic generated from the site in the future. If necessary, additional improvements can be required at the time of site plan approval.
4. Section 12.504 (D). We are not aware of any constraints in the ability of public services to serve this site.
5. Section 12.504(E). Van Buren Township has experienced a high demand for additional industrial development and expansions of existing industrial land uses. There is no use proposed for the parcel at this time. The request is to provide uniform zoning designation for a split zoned parcel.
6. Section 12.504 (F). The proposed rezoning is not causing any exclusionary zoning.
7. Section 12.504 (G). Although the site has hydric soils and possible wetlands, no changes are proposed to the site conditions at this time.





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8. Section 12.504 (H). The uses permitted by right and special land use in the proposed M-1 zoning district is likely to have less adverse impacts on the adjacent neighborhood, than developing it under the current C-1 zoning designation.
9. Section 12.054(I). The site is challenging for any development owing to its narrow frontage and required setbacks for the current C-1 and proposed M-1 District. The site is part of a larger M-1 parcel and rezoning will not create a stand-alone non-viable parcel.
10. Section 12.054(J). Given the possible options, we believe the M-1 designation is the most appropriate designation.
11. Section 12.504 (K). Amending the existing C-1 district to allow for light industrial uses would be inappropriate.
12. Section 12.054(L). The proposed M-1 zoning of the site will be compatible with the uses currently existing around it. The applicant is proposing to leave the parcel in its present state. Any future development will be required to comply with zoning ordinance standards for greenbelts, buffering and landscaping will help protect the existing nonconforming single family residential use to the south.

Therefore we recommend that the Planning Commission recommend approval of the requested amendment to the Zoning Ordinance to rezone the subject property from C-1 to M-1 designation, to the Township Board of Trustees.

Respectfully Submitted,

McKENNA

Vidya Krishnan
Principal Planner

Charter Township of Van Buren

Agenda Item 6

REQUEST FOR BOARD ACTION

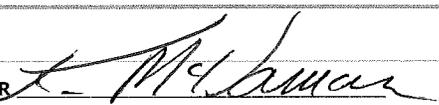
WORK STUDY MEETING DATE:
2020-01-21

BOARD MEETING DATE:
2020-01-21

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

ITEM (SUBJECT)	Resolution 2020-01 SHVUA 2020 System Improvements & Refunding Bonds
DEPARTMENT	Public Services / Water & Sewer
PRESENTER	Executive Assistant Elizabeth Renaud
PHONE NUMBER	734-699-8947
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Water & Sewer Director James T. Taylor

Agenda topic

ACTION REQUESTED	
Recommend to the Township Board to approve Resolution 2020-01 which will initiate the process for the financing of the SHVUA Sanitary District for system improvements and refunding bonds.	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
See attached memos for more information.	
BUDGET IMPLICATION	See attached schedule for bond payments.
IMPLEMENTATION NEXT STEP	Approval by Township Board of Trustees
DEPARTMENT RECOMMENDATION	Board approval of request recommended by Water & Sewer Director
COMMITTEE/COMMISSION RECOMMENDATION	SHVUA Board of Trustees
ATTORNEY RECOMMENDATION	
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	



DEPARTMENT OF PUBLIC SERVICES WATER & SEWER

DATE: January 21, 2020
TO: Township Board of Trustees
FROM: James T. Taylor, Director of Water & Sewer
RE: SHVUA System Improvement and Refunding Bonds

Board of Trustees,

In December 2019, the South Huron Valley Utilities Authority Board approved a \$30 million capital improvement plan. In order to fund the 10-year plan and achieve debt service savings on a 2010 bond, the SHVUA Board decided to issue tax-exempt bonds. A full explanation of the proposal and resolution are included in your packets for your review.

In order to meet the deadlines for advertising the bonds and other public posting requirements, the communities of the South Huron Valley Utilities Authority are being asked to individually approve Resolution 2020-01 and authorize the Supervisor and Clerk to execute the actions outlined in the resolution on behalf of the Township.

Also enclosed in your packets is a payment schedule for the Township, which begins in FY2021. The annual obligation for the Township between 2021 and 2043 ranges from \$291,460.00 to \$378,020.00.

MISSION STATEMENT

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

Founded in 1852
by Sidney Davy Miller

MILLER CANFIELD

STEVEN D. MANN
TEL (313) 496-7509
FAX (313) 496-8450
E-MAIL mann@millercanfield.com

Miller, Canfield, Paddock and Stone, P.L.C.
150 West Jefferson, Suite 2500
Detroit, Michigan 48226
TEL (313) 963-6420
FAX (313) 496-7500
www.millercanfield.com

December 27, 2019

Via email only

Charter Township of Brownstown
City of Flat Rock
City of Gibraltar
Charter Township of Huron

Village of South Rockwood
Charter Township of Van Buren
City of Woodhaven

Re: South Huron Valley Utility Authority not to exceed \$32,000,000
2020 Sewage Disposal System Improvement and Refunding Bonds

Dear Constituent Municipalities:

As you may know, the South Huron Valley Utility Authority (the "Authority") is moving forward with plans to issue the above-captioned tax exempt bonds for the purpose of (i) financing headworks and plant-wide repairs and improvements (as more detailed in the resolution) in an amount not to exceed \$30,900,000, and (ii) to refund its outstanding 2010 Sewer System Improvement Bonds (General Obligation Limited Tax), dated December 22, 2010, in an amount not to exceed \$1,100,000, to achieve debt service savings.

We have prepared the enclosed *Financing Contract* (the "Contract") and *Resolution Approving Financing Contract and Authorizing Publication of Notice* (the "Resolution") to initiate the process for the financing of the system improvements by each local governing body and to accomplish the refunding of the 2010 Bonds by those units obligated thereon (Flat Rock, Gibraltar, Woodhaven, Brownstown, and South Rockwood). The financing timeline anticipates each local governing body will adopt its resolution during January 2020. The Authority Board met on December 18th and approved its Bond Authorizing Resolution and the Contract. The next step is for the local governing body of each constituent member to approve its Resolution (adoption of the Resolution grants approval of the Contract) followed by the publication of a 45-day referendum notice (described below).

The Contract provides for Bonds to be issued in an amount *not to exceed* \$32,000,000 for the purposes described above. The Bonds will be secured by the limited tax full faith and credit pledge of each local constituent member. The full faith and credit pledge of the constituent members will afford the Authority the best opportunity to market and sell the Bonds. Each constituent member's payment obligation is calculated based upon the three-year weighted average percentage use of the system, an *estimate* of which is set forth on Exhibit A to the Contract. The Contract provides that each member may prepay all or part of its share prior to the issuance of the Bonds.

The size of the Bond issue may be reduced at the time of issuance to the amount that is required based on construction cost estimates, reasonable contingency, and any member prepayments. The Authority can reduce the amount of the Bonds for this project from the amount indicated in the notice, but the Authority would not be able to increase the size of the Bonds for this project over the amount in the notice.

Before the Bonds may be issued, a notice of intent must be published by the constituent members which gives the voters a referendum right on the issuance of the Bonds. This notice indicates that the constituent members have entered into the Contract and each local unit has agreed to pay its share of debt service on the Authority's Bonds. The notice highlights the commitment of each local unit to pay its share as a limited tax general obligation.

The Bonds can be issued without a vote of the electors unless a valid petition is filed with a constituent member clerk within 45 days of publication of the notice signed by at least 10% of the registered electors of that local unit. The form of notice is included in the Resolution as Exhibit A. The notice *must be published as a display advertisement at least one-quarter (1/4) page in size* in a newspaper of general circulation in each local unit. The Authority anticipates that the bond notices will be published no later than February 5th.

Under Michigan law, absent the filing of a valid and sufficient referendum petition, the Contract will become effective 45 days after the notice has been published. The Authority currently anticipates pricing and closing on the Bonds during April 2020.

After the resolution is adopted, the Mayor, Supervisor, or President and the local Clerk should each execute the Contract. The Contract is not effective until the 45-day referendum period has expired.

Each local Clerk should also arrange for publication of the notice which appears in the Resolution at Exhibit A. It is permissible for two or more local members to jointly publish the notice, thereby reducing publication costs. I would be happy to discuss this with you or your local Clerk and provide a joint notice if desired.

We would ask that each local Clerk please send me three (3) signed copies of the resolution and three (3) signed copies of the signed Contract. Once the Bonds have been issued our office will provide a complete bond transcript to each member.

If you have any questions, please do not hesitate to contact me.

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

SHVUA Constituent Municipalities

-3-

December 27, 2019

Very truly yours,

Miller, Canfield, Paddock and Stone, P.L.C.

By: 

Steven D. Mann

cc: Firooz Fath-Azam, SHVUA System Manager
Randy Pentiuik, Esq.
Kari Blanchett, PFM
Max Teener, PFM

35013404.1\146137-00004

**RESOLUTION 2020-01 APPROVING FINANCING CONTRACT AND
AUTHORIZING PUBLICATION OF NOTICE
(SOUTH HURON VALLEY UTILITY AUTHORITY 2020 SEWAGE DISPOSAL
SYSTEM IMPROVEMENT AND REFUNDING BONDS (GENERAL OBLIGATION
LIMITED TAX))**

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

Minutes of a regular meeting of the Township Board of the Charter Township of Van Buren, County of Wayne, State of Michigan (the "Township"), on the 21st day of January, 2020 at 6:00 o'clock p.m., Eastern Standard Time.

PRESENT: Members _____

ABSENT: Members _____

The following resolution was offered by Member _____ and seconded by Member _____:

WHEREAS, the Cities of Flat Rock, Gibraltar and Woodhaven in the Charter County of Wayne, the Charter Townships of Brownstown, Huron and Van Buren in the Charter County of Wayne, and the Village of South Rockwood in the County of Monroe (collectively, the "Constituent Municipalities"), have established the South Huron Valley Utility Authority (the "Authority"), as an authority organized under the provisions of Act 233, Public Acts of Michigan, 1955, as amended ("Act 233"); and

WHEREAS, Act 233 empowers the Authority to furnish sewage disposal service and to acquire, own, improve, enlarge and extend a sewage disposal system; and

WHEREAS, Act 233 empowers the Authority to finance the acquisition, construction and equipping of sewage disposal system improvements; and

WHEREAS, a contract among the Constituent Municipalities and the Authority (the "Contract") for the acquisition, construction, furnishing and equipping of improvements to the Authority's sewage disposal system, consisting generally of headworks and plant-wide repairs and improvements; civil, structural, architectural, roof and masonry renovations; replacement or improvements of process, mechanical, electrical, I&C and SCADA equipment; collection system renovations including flow meter replacement; and installation of a permanent biosolids dewatering equipment, together with all necessary appurtenances and attachments thereto (the "Improvements") has been prepared and accompanies this resolution; and

WHEREAS, the Contract provides for the issuance of bonds by the Authority to pay all or part of the costs of the Improvements (the "Bonds").

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Contract is hereby approved and confirmed and the Supervisor and the Clerk of the Township are hereby authorized and directed to execute, seal and deliver the Contract for and on behalf of the Township; provided, however, that the Contract shall not become effective until the expiration of forty-five (45) days after the date of the publication of the notice attached hereto as Exhibit A as a display advertisement of at least one-quarter (1/4) page size in one or more newspapers of general circulation within the territory encompassed by the Authority, which manner of publication is deemed by the Township Board to be the most effective manner of informing the taxpayers and electors of the Township of the details of the proposed Contract and the rights of referendum thereunder.

2. The Township covenants to take or abstain from taking all actions required by the Internal Revenue Code of 1986, as amended (the "Code"), and regulations thereunder as may be necessary to retain for the interest on the Bonds from the exclusion of interest from adjusted gross income for federal income tax purposes.

3. The Clerk (or the Clerk's designee), is hereby directed to publish the attached notice as soon as possible after the adoption hereof in substantially the form attached, with such changes as shall be approved by the Clerk or the Clerk's designee, and upon the advice of bond counsel to the Authority, so as to permit the Bonds to be issued as contemplated herein. The Clerk may agree to publish the attached notice pursuant to this Section jointly with the clerk of the other Constituent Municipalities *provided* that the attached notice shall appear in a newspaper having a general circulation in the Township.

4. The Chief Administrative Officer is authorized to file a Qualifying Statement with the Michigan Department of Treasury (the "Department") in accordance with Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), or take such other actions and file such other documents as are appropriate to obtain "qualified status" under Act 34. In the event that the Township is not granted qualified status by the Department, the Chief Administrative Officer is hereby authorized to file for prior approval of the bonds from the Michigan Department of Treasury and to pay the fees relating thereto. The Chief Administrative Officer is further authorized to apply for any waivers or other orders from the Department as may be necessary or advisable to issue, sell and deliver the bonds as contemplated herein and to pay any filing fees related thereto.

5. The Supervisor, the Township Clerk, Township Treasurer and Deputy Treasurer is each individually hereby authorized and directed to approve the circulation of a preliminary official statement and a final official statement describing the Bonds and to execute a final official statement on behalf of the Township.

6. If the Township is determined to be an obligated party by bond counsel to the Authority, then the Township shall enter into an undertaking for the benefit of the holders and beneficial owners of the Bonds (the "Undertaking") and shall comply with the requirements of

Rule 15c2-12 of the Securities and Exchange Commission regarding continuing disclosure obligations. The Supervisor, the Township Clerk, Township Treasurer, and Deputy Treasurer each is authorized to execute and deliver the Undertaking on behalf of the Township.

7. Any officer of the Township as may be appropriate is each hereby authorized and directed to take such further steps and actions as are necessary or desirable to enable the Authority to issue the Bonds for and on behalf of the Township as contemplated herein.

8. The Township has been advised that the Authority has retained Miller, Canfield, Paddock and Stone, P.L.C. ("Miller Canfield") as its bond counsel in connection with the Bonds and the Township hereby consents to the representation of the Authority by Miller Canfield.

9. All resolutions and parts of resolutions in conflict with this Resolution be, and the same hereby are repealed.

AYES: Members _____

NAYS: Members _____

RESOLUTION DECLARED ADOPTED.

Leon Wright, Clerk

CERTIFICATION

I HEREBY CERTIFY that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Van Buren, County of Wayne, State of Michigan, at a regular meeting held on January 21, 2020, and that public notice of said meeting was given and that minutes of said meeting will be available in accordance with Act No. 267, Public Acts of Michigan, 1976, as amended.

Leon Wright, Clerk

EXHIBIT A

**NOTICE OF INTENT TO EXECUTE TAX-SUPPORTED
CONTRACT AND RIGHT TO PETITION FOR
REFERENDUM THEREON**

TO THE TAXPAYERS AND ELECTORS OF THE CHARTER TOWNSHIP OF VAN
BUREN:

PLEASE TAKE NOTICE that the Cities of Flat Rock, Gibraltar and Woodhaven in the County of Wayne, the Charter Townships of Brownstown, Huron and Van Buren in the County of Wayne, and the Village of South Rockwood in the County of Monroe (collectively, the "Local Units" and each a "Local Unit") have each approved the execution of a contract (the "Contract") with the South Huron Valley Utility Authority (the "Authority") pursuant to Act No. 233, Public Acts of Michigan, 1955, as amended, which Contract will provide among other things that the Authority will acquire, construct, furnish and equip improvements to the Authority's sewage disposal system, consisting generally of headworks and plant-wide repairs and improvements; civil, structural, architectural, roof and masonry renovations; replacement or improvements of process, mechanical, electrical, I&C and SCADA equipment; collection system renovations including flow meter replacement; and installation of a permanent biosolids dewatering equipment, together with all necessary appurtenances and attachments thereto and will issue its bonds in the approximate amount of not to exceed \$30,900,000 to finance all or part of the cost of said improvements. Each Local Unit, including the Charter Township of Van Buren, will pay to the Authority annually all sums necessary to retire its share of the principal of and interest of said bonds pursuant to a proposed Contract among the Authority and the Local Units. Each Local Unit's share of such payments shall be based generally on the weighted average of the last three calendar years' flow percentages for each Local Unit served by the sewage disposal, approximately as follows:

<u>Local Unit</u>	<u>Percentage of Share</u>
Brownstown Twp.	23.8%
Flat Rock City	16.5%
Gibraltar City	11.9%
Huron Twp.	15.1%
South Rockwood Village	2.2%
Van Buren Twp.	16.8%
Woodhaven City	13.7%

CONTRACT OBLIGATIONS OF THE LOCAL UNITS

It is presently contemplated that said bonds will be issued by the Authority in the principal amount of not to exceed \$30,900,000, in one or more series, and will be payable in not to exceed twenty-five (25) years from the date of issuance of each series, and will bear interest at a rate not exceeding 6% per annum on the outstanding principal balance. The Contract includes the pledge by each Local Unit of its limited tax full faith and credit as security for its obligations under the Contract including payment of its share of debt service on the bonds. PURSUANT TO

SUCH PLEDGE, EACH LOCAL UNIT, INCLUDING THE CHARTER TOWNSHIP OF VAN BUREN, WILL BE REQUIRED TO LEVY AD VALOREM TAXES ON ALL TAXABLE PROPERTY WITHIN ITS BOUNDARIES, SUBJECT TO APPLICABLE CONSTITUTIONAL, STATUTORY AND CHARTER TAX RATE LIMITATIONS, TO THE EXTENT NECESSARY TO MAKE THE LOCAL UNIT'S REQUIRED PAYMENTS UNDER THE CONTRACT IF OTHER FUNDS ARE NOT AVAILABLE. It is the present intention of each Local Unit to use the revenues derived from the operation of its sanitary sewer collection system to make substantially all of the payments required to pay its obligations under the Contract.

RIGHT OF REFERENDUM

For each Local Unit, the contract will become effective without a vote of the electors of the Local Unit, as permitted by law, unless a valid petition requesting an election on the question of entering into the Contract, signed by not less than 10% of the registered electors of such Local Unit, is filed with the Clerk of the Local Unit within forty-five (45) days after publication of this notice. If such petition is so filed, the Contract will not become effective with respect to such Local Unit without an approving vote by the majority of electors of the Local Unit voting on the question.

This notice is given pursuant to the requirements of Section 8 of Act No. 233, Public Acts of Michigan, 1955, as amended. Further information concerning the details of said contract and the matters set out in this notice may be secured from the Charter Township of Van Buren Clerk's office.

Leon Wright, Clerk
Charter Township of Van Buren

34850029.2\146137-00004

SOUTH HURON VALLEY UTILITY AUTHORITY FINANCING CONTRACT

THIS CONTRACT, dated as of December 1, 2019 by and among the South Huron Valley Utility Authority, a municipal authority and public body corporate of the State of Michigan (the "Authority"), the Cities of Flat Rock, Gibraltar, and Woodhaven in the County of Wayne, the Charter Townships of Brownstown, Huron, and Van Buren in the County of Wayne, and the Village of South Rockwood in the County of Monroe (collectively, the "Local Units" and each a "Local Unit").

WITNESSETH:

WHEREAS, the Authority has been incorporated under the provisions of Act No. 233, Public Acts of Michigan, 1955, as amended ("Act 233"), for the purposes set forth in Act 233; and

WHEREAS, the Authority operates an existing sewage disposal system (the "System") that provides sewage disposal services to the Local Units, each of whom is a constituent municipality of the Authority; and

WHEREAS, it is necessary for the public health, safety and welfare of the present and future residents of each of the Local Units that the Authority provide for the acquisition, construction, furnishing and equipping of improvements to the Authority's sewage disposal system, consisting generally of headworks and plant-wide repairs and improvements; civil, structural, architectural, roof and masonry renovations; replacement or improvements of process, mechanical, electrical, I&C and SCADA equipment; collection system renovations including flow meter replacement; and installation of a permanent biosolids dewatering equipment, together with all necessary appurtenances and attachments thereto (the "Improvements"); and

WHEREAS, plans and an estimate of cost of the Improvements have been prepared by the Authority's consulting engineers, Hubbell, Roth, and Clark, Detroit, Michigan (the "Consulting Engineers"), which said estimate of cost totals an amount not to exceed \$30,900,000; and

WHEREAS, the Local Units and Authority have entered into a Contract, dated as of September 1, 2010, wherein the Authority agreed to acquire and construct improvements to the System (the "2010 Contract"); and

WHEREAS, pursuant to the 2010 Contract, the Authority issued bonds denominated 2010 Sewer System Improvement Bonds (General Obligation Limited Tax), dated December 22, 2010 (the "2010 Bonds"); and

WHEREAS, the Local Units and Authority have determined that it is in the best interest of the Local Units and Authority to refund all or part of the 2010 Bonds maturing, or subject to mandatory redemption, in the years 2021 through 2030 (the "Refunding", together with the Improvements, is the "Projects"); and

WHEREAS, it is the determination and judgment of the Authority and the Local Units that the 2010 Bonds should be refunded in an amount not to exceed \$1,100,000, to secure for the Local Units obligated thereon the interest savings anticipated and thereby permit the operation of the financed facilities in a more economical fashion for the benefit of the taxpayers of the Local Units and users of the Local Units System; and

WHEREAS, the Authority and each of the Local Units acknowledge that individual Local Units receive different levels of benefit from the System, the Improvements, and the Refunding and desire to allocate costs in a manner that recognize the difference in benefits each Local Unit derives therefrom; and

WHEREAS, each of the Local Units is desirous of having the Authority carry out the Projects in order to continue to operate the System in order to furnish the Local Units with sanitary sewer system services and facilities; and

WHEREAS, the Authority and each of the Local Units are each agreeable to the execution of this Contract by and among themselves which provides, among other things, for the financing of each of the Local Unit's share of the cost of the Projects if not prepaid by a Local Unit from funds on hand prior to the issuance of bonds; and

WHEREAS, this Contract contemplates the issuance of bonds by the Authority to pay all or part of the costs of the Projects; and

WHEREAS, each of the Local Units has or will approve and authorize the execution of this Contract by resolution of its governing body; and

WHEREAS, each of the Local Units has published or will publish, individually or jointly, a notice of intention to enter into this Contract in a newspaper of general circulation in the territory encompassed by the Authority; and

WHEREAS, this Contract will become effective for each Local Unit upon expiration of a period of forty-five (45) days following publication by each Local Unit of its notice of intention without the filing of a valid petition for referendum on the question of its entering into this Contract, or if such referendum election be required, then upon approval by the qualified electors of the Local Unit.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE COVENANTS MADE HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION 1. Acquisition of Improvements; Refunding. The Authority and the Local Units hereby approve the acquisition, construction, furnishing, equipping and operation of Improvements to the System, together with all necessary interests in land, appurtenances and attachments thereto in an amount not to exceed \$30,900,000 (the "Improvement Component").

The Authority and the Local Units hereby approve the Refunding of the 2010 Bonds maturing, or subject to mandatory redemption, in the years 2021 through 2030, in an amount not to exceed \$1,100,000 (the "Refunding Component").

SECTION 2. Consent of Local Units. Each of the Local Units hereby consents to the use by the Authority and any parties contracting with the Authority of the public streets, alleys, lands and rights-of-way in each Local Unit for the purpose of constructing, operating and maintaining the System including any improvements, enlargements and extensions thereto.

SECTION 3. Necessity of System and Improvements. The System including the Improvements are designed to provide sewage disposal service to each of the Local Units and the Improvements are immediately necessary to protect and preserve the public health.

SECTION 4. Approval of Plans and Cost Estimates. The Authority and each of the Local Units hereby approve and confirm the plans for the Improvements to the System prepared by the Consulting Engineers and the total estimated cost thereof in the sum of not to exceed \$30,900,000. Said cost estimate includes all surveys, plans, specifications, acquisition of property for rights-of-way, physical construction necessary to acquire and construct the Improvements, the acquisition of all materials, machinery and necessary equipment, and all engineering, engineering supervision, administrative, legal and financing expenses necessary in connection with the acquisition and construction of the Improvements and the financing thereof. The Authority and each of the Local Units obligated on the 2010 Bonds approve and confirm the plans for the Refunding and the total estimated cost thereof in the sum of not to exceed \$1,100,000, including administrative, legal and financing expenses. The Authority shall proceed with the Refunding so long as the net present value savings is not less than three percent (3%) of the par amount of the 2010 Bonds being refunded.

SECTION 5. Cost Increases. The Authority shall not enter into any final contract or contracts for the acquisition and construction of the Improvements to the System, if such contract price or prices will be such as to cause the actual cost thereof to exceed the estimated cost as approved in Section 4 of this Contract unless the Authority has sufficient funds to cover such excess, or, each of the Local Units, by resolution of its respective legislative body, (a) approves said increased total cost, and (b) agrees to pay such excess over the estimated cost, either in cash or by specifically authorizing the maximum principal amount of bonds to be issued, as provided in Sections 9 and 14 of this Contract, to be increased to an amount which will provide sufficient funds to meet said increased cost, and approves a similar increase in the installment obligations of each Local Unit, if any, pledged under the terms of this Contract to the payment of such bonds.

SECTION 6. Acquisition and Construction of Improvements by Authority. The Improvements shall be acquired and constructed by the Authority substantially in accordance with the plans and specifications that are approved by this Contract. All matters relating to engineering plans and specifications, together with the making and letting of final construction contracts, the approval of work and materials thereunder, and construction supervision, shall be in the control of the Authority. All acquisition of sites and rights-of-way, if any, shall be done by the Authority. Each Local Unit's share of the costs of such acquisition in each Local Unit, if any, shall, if not paid from funds on hand of the Local Unit prior to issuance of the bonds, be paid from the Local Unit's share of bond proceeds and, in addition, any costs incurred by any Local Unit in connection with the acquisition or construction of the Improvements, including,

but not limited to, engineering expenses, shall be promptly reimbursed to the Local Unit by the Authority from the proceeds of the Authority's Bonds.

SECTION 7. Operation, Maintenance and Administration of System by Authority. The Authority shall operate, maintain and administer the System including the Improvements for and on behalf of the Local Units. The System including the Improvements shall be maintained in good condition and repair. The Authority shall provide insurance as part of its obligation to operate the System. The Authority will furnish reports to the Local Units at periodic intervals corresponding with the reporting periods of the Local Units in detail sufficient to inform the Local Units of the operations of the System and to permit the Local Units to meet their financing requirements hereunder.

The Authority shall establish rates and charges for services to the Local Units as users of the Improvements and the System so as to produce revenues sufficient to pay the costs to operate and maintain the System and to pay debt service on the bonds and any other outstanding bonds when due. Revenues derived from any such rates or charges shall be first used and applied to pay any operation and maintenance costs of the System and thereafter shall be applied to pay obligations of the Local Units to the Authority hereunder and under any other agreement among the parties relating to other bonds of the Authority.

The Authority covenants that should it appear that additional funds will be needed to pay the expenses of operation, maintenance and administration of the System and/or debt service on bonds when of the Authority when due, the Authority will promptly increase rates and charges for the use of the System or provide such moneys from its funds, so that sufficient revenues will be available for such purposes. The Local Units shall have the right to examine the books and records of the Authority relative to the System and, after conferring with the Authority, shall have the authority to direct the Authority to raise such additional funds, should it appear to the Local Units that additional funds will be needed for such purposes.

The Authority will furnish reports to the Local Units at periodic intervals corresponding with the reporting periods of the Local Units in detail sufficient to inform the Local Units of the operations of the System and to permit the Local Units to meet their requirements.

SECTION 8. Financing of Projects. To provide for the construction and financing of the Improvements and the Refunding in accordance with the provisions of Acts, the Authority shall take the following steps:

(a) The Authority will take steps to adopt a resolution providing for the issuance of its bonds in the principal amount of not to exceed \$32,000,000 (except as otherwise authorized pursuant to Section 5 of this Contract) to finance all or part of the costs of the Projects. Said bonds shall mature serially or be subject to mandatory sinking fund redemption as authorized by law, and shall be secured by the contractual obligations of each Local Unit in this Contract, unless such Local Unit has prepaid its share from funds on hand prior to issuance of the bonds. After due adoption of the resolution, the Authority will take all necessary legal procedures and steps necessary to effectuate the sale and delivery of said bonds.

(b) The Authority shall take all steps necessary to take bids for and enter into and execute final acquisition and construction contracts for the acquisition and construction of the Improvements as specified and approved hereinbefore in this Contract, in accordance with the plans and specifications therefor based on the plans as approved by this Contract.

(c) The Authority will require and procure from the contractor or contractors undertaking the actual construction and acquisition of the Improvements necessary and proper bonds to guarantee the performance of the contract or contracts and such labor and material bonds as may be required by law.

(d) The Authority, upon receipt of the proceeds of sale of the bonds, will comply with all provisions and requirements provided for in the resolution authorizing the issuance of the bonds and this Contract relative to the disposition and use of the proceeds of sale of the bonds.

(e) The Authority may temporarily invest any bond proceeds or other funds held by it for the benefit of each Local Unit as permitted by law and investment income shall accrue to and follow the fund producing such income. The Authority shall not, however, invest, reinvest or accumulate any moneys deemed to be proceeds of the bonds pursuant to §148 of the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder (the "Code"), in such a manner as to cause the bonds to be "arbitrage bonds" within the meaning of Code § 103(b)(2) and §148, or otherwise as may jeopardize the tax status of the bonds.

SECTION 9. Local Unit Shares. Each Local Unit shall pay its Local Unit Share (as hereinafter defined) of each payment required to be made by the Local Unit to the Authority pursuant to this Section 9 of the Contract. "Local Unit Share" means for each Local Unit for each fiscal year of the Authority the percentage of each payment based upon the three-year weighted average percentage use of the System by the Local Unit. Prior to issuance of the bonds, a Local Unit has the option to prepay in full its Local Unit Share of the cost of the Improvements or the Refunding.

Each Local Unit Share may adjust from time to time as set forth in cost allocation agreements entered into among the Local Units and the Authority in connection with the System, the Improvements or the Refunding. Notwithstanding the foregoing, the initial Local Unit Share for the Improvements and the Refunding shall be as follows:

Improvement Component

<u>LOCAL UNIT</u>	<u>LOCAL UNIT SHARE</u>
Charter Township of Brownstown	23.8%
City of Flat Rock	16.5%
City of Gibraltar	11.9%
Charter Township of Huron	15.1%
Village of South Rockwood	2.2%
Charter Township of Van Buren	16.8%

City of Woodhaven 13.7%

Refunding Component

<u>LOCAL UNIT</u>	<u>LOCAL UNIT SHARE</u>
Charter Township of Brownstown	35.485%
City of Flat Rock	25.585%
City of Gibraltar	14.740%
Village of South Rockwood	3.042%
City of Woodhaven	21.148%

The cost of the Improvements to be financed with the issuance of bonds of the Authority in the aggregate principal amount of not to exceed \$30,900,000 shall be paid in annual installments on the dates and in the amounts as established in the Authority's bond authorizing resolution.

The cost of the Refunding to be finance with the issuance of bonds of the Authority in the aggregate principal amount of not to exceed \$1,100,000 shall be paid in annual installments on the dates and in the amounts as established in the Authority's bond authorizing resolution.

Each Local Unit covenants that it will make or cause to be made its payments as required by this Contract not less than thirty (30) days prior to the dates on which the Authority is required to make payments on the bonds described herein to the Transfer Agent for the bonds.

It is understood and agreed that the bonds of the Authority hereinbefore referred to will be issued in anticipation of the above contractual obligation, with principal maturities on the dates established by the Authority corresponding to the principal amount of the installments then coming due, and there shall also be paid in addition to said principal installments, on May 1st and November 1st of each year, or such other dates as shall be determined by the Authority, commencing November 1, 2020, as accrued interest on the principal amount remaining unpaid, an amount sufficient to pay all interest, less any credit payments to be received from the United States Treasury for bonds issued as qualified energy conservation bonds, at an interest rate not to exceed five percent (5%) per annum, due on the next succeeding interest payment date on the bonds from time to time outstanding.

From time to time as the Authority is billed by the transfer agent for its services for the bonds, and as other costs and expenses accrue to the Authority from handling of the payments made by the Local Units, or from other actions taken in connection with the Projects, the Authority shall promptly notify the Local Units of the amount of such paying agent fees and other costs and expenses, and the Local Units shall promptly remit to the Authority sufficient funds to meet such fees and other costs and expenses in the proportions hereinabove provided to the extent sufficient funds are not available to the Authority.

The Authority shall, within thirty (30) days after the delivery of the bonds of the Authority hereinbefore referred to, furnish each Local Unit with a complete schedule of installments of principal and interest thereon, and the Authority shall also at least thirty (30) days

prior to each principal and/or interest installment due date, advise the Local Units, in writing, of the exact amount of principal and interest installments due on the bonds on the next succeeding bond principal and/or interest due date, and payable on the first day of the month immediately preceding, as hereinbefore provided. Failure of the Authority to notify the Local Units of any such payment shall not relieve the Local Units of the obligation to make such payment.

If any principal installment or interest installment is not paid when due, the amount not so paid shall be subject to a penalty, in addition to interest, of one percent (1%) thereof for each month or fraction thereof that the same remains unpaid after the due date.

SECTION 10. Local Unit Payments, Limited Tax Full Faith and Credit Pledge. Each Local Unit states its intention to pay its obligations under this Contract from sources of moneys as are provided by Act 233 and applicable law, including the levy and collection of rates and charges to users of its sewage disposal system provided by each Local Unit to customers in the Local Unit. Nevertheless, pursuant to the authorization contained in Act 233, each Local Unit hereby irrevocably pledges its full faith and credit for the prompt and timely payment of its obligations pledged for bond payments as expressed in this Contract, and, subject to the provisions of the last sentence of this paragraph, shall each year, commencing with the first tax levy after issuance of the bonds by the Authority, levy an ad valorem tax on all the taxable property in the Local Unit in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay such obligations under this Contract becoming due before the time of the following year's tax collections. Such annual tax levies shall be subject to applicable constitutional, statutory, and charter tax rate limitations. Nothing herein contained shall be construed to prevent a Local Unit from using any, or any combination of, the means and methods provided in Section 7 of Act 233, as now or hereafter amended, for the purpose of providing funds to meet its obligations under this Contract, and, if at the time of making the annual tax levy there shall be either other funds on hand earmarked and set aside, or funds provided in the annual budget of the sewage disposal system of the Local Unit, for the payment of the contractual obligations due prior to the next tax collection period, then such annual tax levy may be reduced by such amount.

In the event a Local Unit shall fail for any reason to pay to the Authority at the times specified the amounts required to be paid by the provisions of this Contract, the Authority shall immediately give notice of such default and the amount thereof, to the Treasurer of each Local Unit, the Treasurer of the County of Wayne, the Treasurer of the County of Monroe, the Treasurer of the State of Michigan, and such other officials charged with the disbursement to such Local Unit of funds returned by the State and now or hereafter under Act 233 available for pledge as provided in this Section and in Section 12a of Act 233, and if such default is not corrected within ten (10) days after such notification, the State Treasurer, or other appropriate official charged with disbursement to such Local Unit of the aforesaid funds, is, by these presents, specifically authorized by the Local Unit, to the extent permitted by law, to withhold from the aforesaid funds the maximum amount necessary to cure said deficit and to pay said sums so withheld to the Authority, to apply on the obligations of the Local Unit as herein set forth. Any such moneys so withheld and paid shall be considered to have been paid to the Local Unit within the meaning of the Michigan Constitution and statutes, the purpose of this provision being voluntarily to pledge and authorize the use of said funds owing to the Local Unit to meet

any past-due obligations of such Local Unit due under the provisions of this Contract. In addition to the foregoing, the Authority shall have all other rights and remedies provided by law to enforce the obligations of the Local Unit to make its payments in the manner and at the times required by this Contract, including the right of the Authority to direct the Local Unit to make a tax levy to reimburse the Authority for any funds advanced.

SECTION 11. Advance Payments. Each Local Unit may pay in advance any of the payments required to be made by this Contract, in which event the Authority shall credit the respective Local Unit with such advance payment on future due payments to the extent of such advance payment, or use such advances to call bonds without credit to the extent provided in the bonds.

SECTION 12. Additional Payments. Each Local Unit may pay additional moneys over and above any of the payments specified in this Contract, with the written request that such additional funds be used to prepay installments, in which event the Authority shall be obligated to apply and use said moneys for such purpose to the fullest extent possible. Such moneys shall not then be credited as advance payments under the provisions of Section 11 of this Contract.

SECTION 13. Pledge of Local Units Payments to Bonds. It is specifically recognized by each Local Unit that the debt service payments required to be made by each pursuant to the terms of Section 9 of this Contract are to be pledged for and used to pay the principal installments of and interest on with respect to the bonds to be issued by the Authority as provided by this Contract and authorized by law, and each Local Unit covenants and agrees that it will make all required payments to the Authority promptly and at the times herein specified without regard to whether the Projects are actually completed or placed in operation.

SECTION 14. Insufficient Bond Proceeds; Additional Bonds. If the proceeds of the sale of the bonds to be issued by the Authority are for any reason insufficient to complete each Local Unit's share of the cost of the System, subject to each Local Unit's approval required by Section 4 hereof, the Authority shall automatically be authorized to issue additional bonds in an aggregate principal amount sufficient to pay the cost of completing the Projects and to increase the annual payments required to be made by each Local Unit in an amount so that the total payments required to be made as increased will be sufficient to meet the annual principal and interest requirements on the bonds herein authorized plus the additional bonds to be issued. It is expressly agreed between the parties hereto that the Authority shall issue bonds pursuant to this Contract and each Local Unit shall be committed to retire such amount of bonds as may be necessary to pay each Local Unit's share of the costs of the Projects whether or not in excess of those presently estimated herein. Any such additional bonds shall comply with the requirements of Act 233 and any increase in the annual payments shall be made in the manner and at the times specified in this Contract. In lieu of such additional bonds, each Local Unit may pay over to the Authority, in cash, sufficient moneys to complete each Local Unit's share of the cost of the Projects.

SECTION 15. Excess Bond Proceeds. After completion of the Projects to the System and payment of all costs thereof, any surplus remaining from the proceeds of sale of bonds shall be used by the Authority for either of the following purposes: (a) for additional improvements to

the System or for other projects of the Authority undertaken on behalf of the Local Units, subject to approval of the Authority; or (b) credited by the Authority toward the next payments due the Authority by said Local Units hereunder.

SECTION 16. Void Upon Non Issuance. The obligations and undertakings of each of the parties to this Contract shall be conditioned on the successful issuance and sale of the bonds pursuant to Act 233, and if for any reason whatsoever said bonds are not issued and sold within two (2) years from the date of this Contract, this Contract, except for payment of preliminary expenses and ownership of engineering data, shall be considered void and of no force and effect.

SECTION 17. Bondholders' Rights. The Authority and each Local Unit each recognize that the owners from time to time of the bonds issued by the Authority under the provisions of Act 233 to finance the cost of the Projects will have contractual rights in this Contract, and it is, therefore, covenanted and agreed by the Authority and each Local Unit that so long as any of said bonds shall remain outstanding and unpaid, the provisions of this Contract shall not be subject to any alteration or revision which would in any manner materially affect either the security of the bonds or the prompt payment of principal or interest thereon. Each Local Unit and the Authority each further covenant and agree that each will comply with its respective duties and obligations under the terms of this Contract promptly at the times and in the manner herein set forth, and will not suffer to be done any act which would in any way impair the said bonds, the security therefor, or the prompt payment of principal and interest thereon. It is hereby declared that the terms of this Contract insofar as they pertain to the security of any such bonds shall be deemed to be for the benefit of the owners of said bonds.

SECTION 18. Contract Term. This Contract shall remain in full force and effect from the effective date hereof (as provided in Section 21) until the bonds issued by the Authority are paid in full, but in any event not to exceed a period of twenty-three (23) years. At such time within said 23-year term as all of said bonds are paid, this Contract shall be terminated. In any event, the obligation of each Local Unit to make payments required by this Contract shall be terminated at such time as all of said bonds are paid in full, together with any deficiency or penalty thereon.

SECTION 19. Litigation Costs. The parties hereto hereby expressly agree that the Authority shall not be liable for and the Local Units, to the extent permitted by law, shall pay, indemnify and save the Authority harmless of, from and against all liability of any nature whatever regardless of the nature in which such liability may arise, for any and all claims, actions, demands, expenses, damages and losses of every conceivable kind whatsoever (including, but not limited to, liability for injuries to or death of persons and damages to or loss of property) asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with the ownership, acquisition, construction, operation, maintenance and repair of Projects to the System, this Contract, or the issuance, sale and delivery of the bonds herein described. It is the intent of the parties that the Authority be held harmless by the Local Units from liability for such claims, actions, demands, expenses, damages and losses, however caused or however arising, including, but not limited to, to the extent not prohibited by law, such claims, actions, demands, expenses, damages and losses even though caused, occasioned or contributed to by the negligence, sole or concurrent, of the

Authority or by negligence for which the Authority may be held liable. In any action or proceeding brought about by reason of any such claim or demand, the Local Units will also pay, indemnify and save the Authority harmless from and against all costs, reasonable attorneys' fees and disbursements of any kind or nature incidental to or incurred in said defense, and will likewise pay all sums required to be paid by reason of said claims, demands, or any of them, in the event it is determined that there is any liability on the part of the Authority. Upon the entry of any final judgment by a court of competent jurisdiction or a final award by an arbitration panel against the Authority on any claim, action, demand, expense, damage or loss contemplated by this Section and notwithstanding that the Authority has not paid the same, the Local Units shall be obligated to pay to the Authority, upon written demand therefor, the amount thereof not more than sixty (60) days after such demand is made. In the event that any action or proceeding is brought against the Authority by reason of any such claims or demands, whether said claims or demands are groundless or not, the Local Units shall, upon written notice and demand from the Authority, but will not, without written consent of the Authority, settle any such action in the proceeding. Notwithstanding the foregoing, nothing contained in this Section shall be construed to indemnify or release the Authority against or from any liability which it would otherwise have arising from the wrongful or negligent actions or failure to act on the part of the Authority's employees, agents or representatives with respect to matters not related to the ownership, acquisition, construction, operation, maintenance or repair of the Projects, the Contract, or the bonds described in this Contract.

SECTION 20. Successors and Assigns. This Contract shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

SECTION 21. Effective Date. This Contract shall become effective upon (i) approval by the legislative body of each Local Unit, (ii) approval by the Board of the Authority, (iii) expirations of the forty-five day period following publication by the Local Units of its notice of intention without filing of a valid petition of referendum on the question of its entering into this Contract, or if such referendum election be required, then upon approval by the qualified electors of such Local Unit, and (iv) due execution by authorized officers of each Local Unit and by the Chairperson and Secretary of the Authority.

SECTION 22. Execution in Counterparts. This Contract may be executed in several counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

In the presence of:

**SOUTH HURON VALLEY UTILITY
AUTHORITY**

By: _____
Chairperson

By: _____
Secretary

In the presence of:

CITY OF FLAT ROCK

By: _____
Mayor

By: _____
City Clerk

In the presence of:

CITY OF GIBRALTAR

By: _____
Mayor

By: _____
City Clerk

In the presence of:

CITY OF WOODHAVEN

By: _____
Mayor

By: _____
City Clerk

In the presence of:

CHARTER TOWNSHIP OF BROWNSTOWN

By: _____
Supervisor

By: _____
Township Clerk

In the presence of:

CHARTER TOWNSHIP OF HURON

By: _____
Supervisor

By: _____
Township Clerk

In the presence of:

In the presence of:

**CHARTER TOWNSHIP OF VAN
BUREN**

By: _____
Supervisor

By: _____
Township Clerk

VILLAGE OF SOUTH ROCKWOOD

By: _____
President

By: _____
Village Clerk

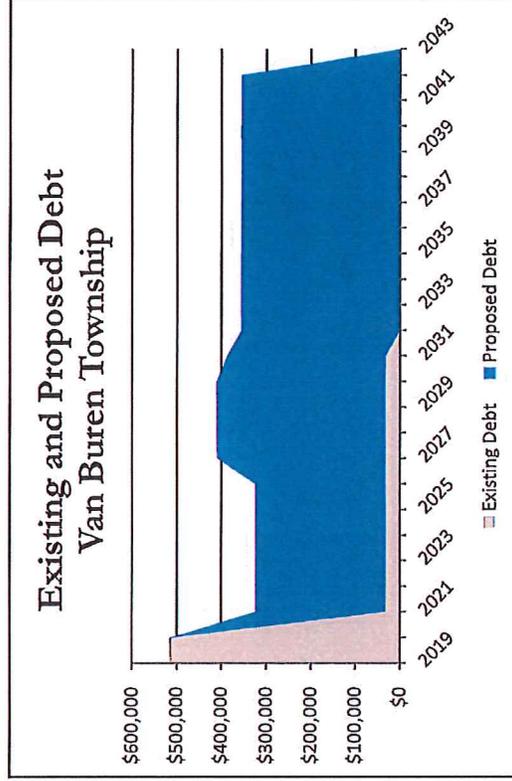
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SOUTH HURON VALLEY UTILITY AUTHORITY
Counties of Wayne and Monroe, State of Michigan

ALLOCATION OF DEBT SERVICE PAYMENTS--WITH 2020 BONDS--INCLUDING EST. 2020 REFUNDING

Payment Yr. End 31-Dec	TOWNSHIP OF VAN BUREN						Prop. 2020 16.80%	TOTAL
	1991 14.110%	1998 29.216%	2004 0.000%	2010 0.000%	2011 15.612%	2016 0.000%		
2019	\$0	\$481,103	\$0	\$0	\$32,074	\$0	\$513,177	
2020	-	481,598	-	-	32,259	-	515,467	
2021	-	-	-	-	32,425	-	323,885	
2022	-	-	-	-	32,572	-	324,053	
2023	-	-	-	-	31,928	-	324,169	
2024	-	-	-	-	32,054	-	324,126	
2025	-	-	-	-	32,162	-	323,943	
2026	-	-	-	-	32,250	-	324,410	
2027	-	-	-	-	32,318	-	408,637	
2028	-	-	-	-	32,367	-	377,031	
2029	-	-	-	-	32,396	-	377,343	
2030	-	-	-	-	32,406	-	378,020	
2031	-	-	-	-	32,049	-	354,916	
2032	-	-	-	-	-	-	353,002	
2033	-	-	-	-	-	-	355,369	
2034	-	-	-	-	-	-	355,194	
2035	-	-	-	-	-	-	355,287	
2036	-	-	-	-	-	-	354,801	
2037	-	-	-	-	-	-	354,573	
2038	-	-	-	-	-	-	354,583	
2039	-	-	-	-	-	-	354,817	
2040	-	-	-	-	-	-	355,257	
2041	-	-	-	-	-	-	355,065	
2042	-	-	-	-	-	-	355,067	
2043	-	-	-	-	-	-	0	
	\$0	\$962,701	\$0	\$0	\$419,258	\$0	\$7,521,450	
							\$8,903,410	



Charter Township of Van Buren

Agenda Item: 7

REQUEST FOR BOARD ACTION

Work Study Date: 1/21/20
Board Meeting: 1/21/20

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

ITEM (SUBJECT)	To consider approval of the proposed gateway signage designs.
DEPARTMENT	Public Services
PRESENTER(S)	Elizabeth Renaud, Executive Assistant Public Services Lisa Lothringer, Assistant Executive Director Van Buren Township DDA
PHONE NUMBER	(734) 699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Matthew R. Best, Director of Public Services

Agenda topic

ACTION REQUESTED	
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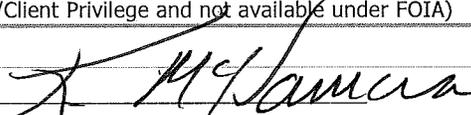
To consider approval of the proposed gateway signage designs. If the designs are approved, sign specifications will be developed and put out to bid in order to determine cost, budgets, and a multi-year phasing plan for the signs moving forward. At that time, the project will be brought back to the Township Board in order to prioritize how many signs are installed and at what locations.

BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
See attachments.	

BUDGET IMPLICATION	
IMPLEMENTATION NEXT STEP	If approved, project will move to the specifications stage to develop a bid packet.

DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	

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

ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	



MEMO

TO: Township Board of Trustees

FROM: Elizabeth Renaud, Executive Assistant Public Services
Lisa Lothringer, Assistant Executive Director VBT DDA

RE: Proposed Gateway Signage Designs & Phasing Plan

DATE: January 21, 2020

PROJECT BACKGROUND

In an effort to develop a Van Buren Township gateway sign program, the VBT Public Services Department and Downtown Development Authority partnered with Ideation Orange, a Michigan design group that specializes in wayfinding signage to help facilitate the design process. As part of the project kickoff last September, staff worked alongside Township Trustees to gather input on what the Board would like to see in a gateway sign. The answers received from the Trustees were utilized by Ideation Orange to capture the spirit of our community and transform your vision into the Township’s gateway sign designs. Staff worked with Ideation Orange in late 2019 to finalize the proposed sign designs that are included in this packet.

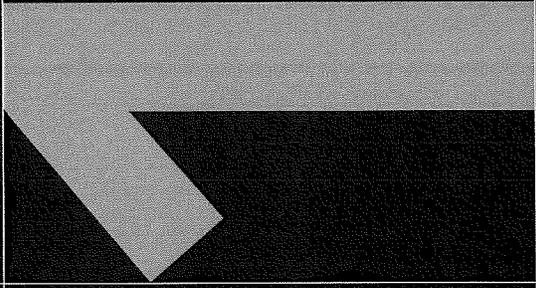
PHASING PLAN & NEXT STEPS

PHASE 0	PROJECT DISCOVERY & DESIGN
September 2019	Partner with Ideation Orange / Gather input from Township Board
December 2019	Finalize Sign Design Concepts
January 2020	Township Board Approval of Sign Designs & Phasing Plan
PHASE 1	PROJECT PREP.
February 2020	Develop Sign Specifications / Bid Sign Designs Out
March 2020	Receive Bids <ul style="list-style-type: none"> Depending on the bid prices that are received, staff will recommend to the Township Board on project costs, budgets, and a multi-year phasing plan to move forward. At this time, the Township Board can determine which proposed signs locations to prioritize.
PHASE 2	PROJECT IMPLEMENTATION
Spring / Summer 2020	Installation of first round of gateway signs.

DISCOVER

VAN BUREN TOWNSHIP
GATEWAY SIGNAGE CONCEPTS

DECEMBER 2019 V.4

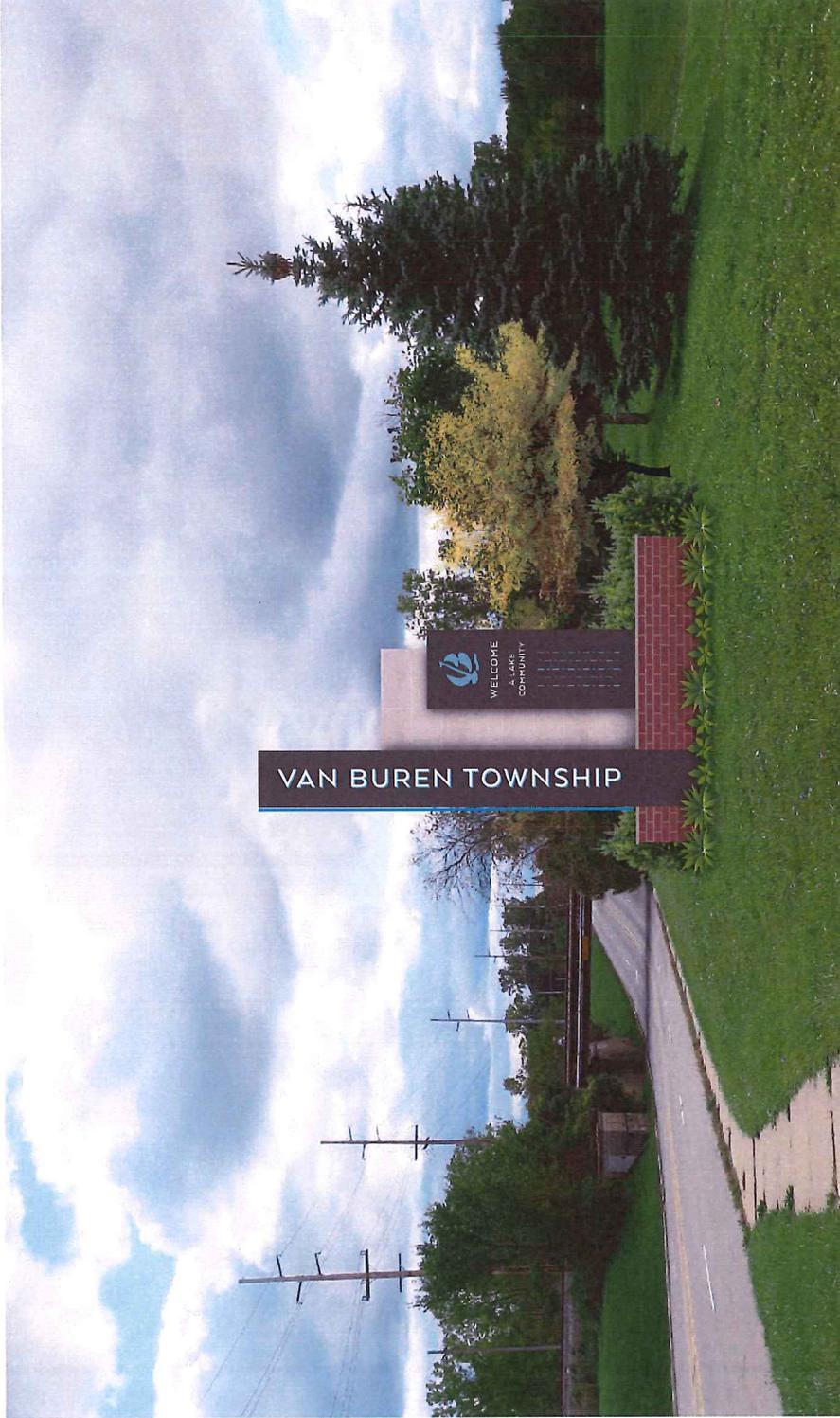


ideationorange

STRATEGY INPUT & DESIGN VISION

Based on input we received from Van Buren Township our design is to make these signs:

- A **welcoming** first impression, representative of the **quality** the township stands for
- **Artistic** yet **functional** and easy to read
- Connected to the **brand** and surrounding **environment** (red brickwork, lake community, blue colors, logo etc.)
- Utilize **timeless** forms and materials with an eye towards future township **momentum** and **progress**
- A foundation for future signage initiatives (wayfinding, amenity identification etc.)



Large Gateway Sign: Option J

Main Tower: Metal cabinet painted Charcoal Grey. Illuminated trimless VBT letters, blue side-returns. Illuminated blue vertical trim-line reveal on side facing roadway.

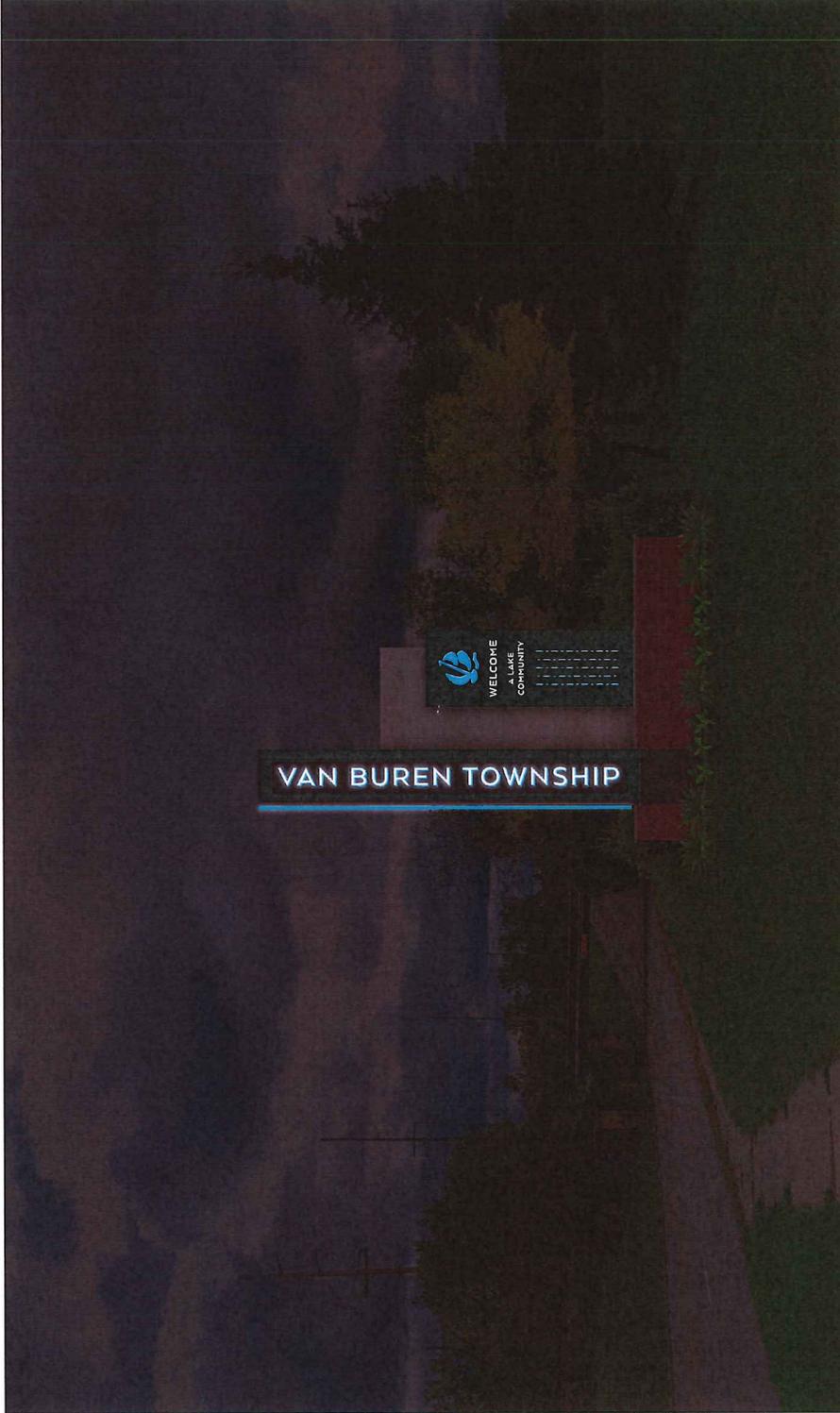
Welcome Tower: Metal cabinet painted Charcoal Grey. Icon & Ripple Pattern routed from face, backed with acrylic. Elements could be easily illuminated.

Center Masonry Tower: Masonry structure clad in Smooth, Limestone-look stone panels. Assumed to serve as structural element for anchoring metal towers/cabinets; structural details to be designed & sealed by structural engineer.

Brick Base: Dark warm brown brick similar to existing VBT low-wall curved gateway sign. Electrical & mounting structures/posts to be ran up through this base.

Client Approval & Date:

Van Buren Township | 46425 Tyler Rd, Van Buren Charter Township, MI 48111



Large Gateway Sign: Option J - Nighttime Illumination
Rendering shows primary illuminated elements viewable by approaching drivers.

Client Approval & Date:

Please review this proof carefully. Signature represents approval for final production. PDF's and proofs are not 100% color accurate.

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Small Gateway Sign: Option D

Metal Outer Framing: Custom metal frame, painted Charcoal Grey. Direct-post-mount into ground, footings as needed.
Sign Panels: Aluminum/composite panels, painted Dark Blue. Light Blue text, icon, and ripple pattern as Light Blue flat vinyl/paint applied to panel.
White text is dimensional acrylic.

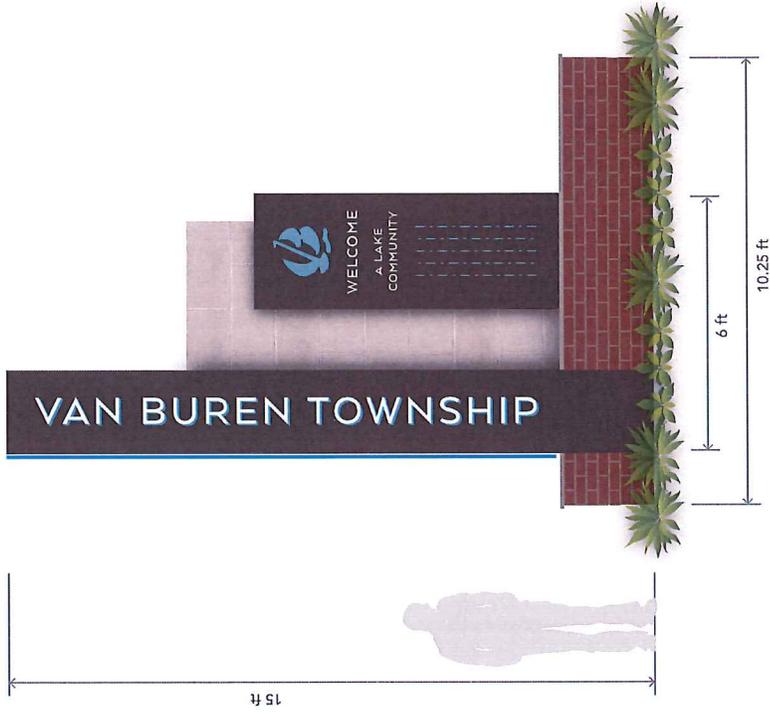
Client Approval & Date:

Van Buren Township | 46425 Tyler Rd, Van Buren Charter Township, MI 48111

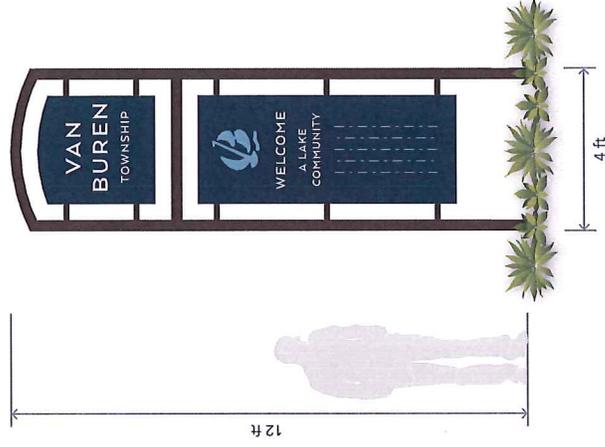
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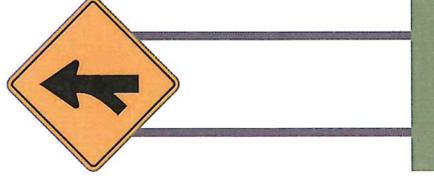
VBT GATEWAY SIGNAGE - DISCOVERY



Large Gateway Sign:
Primary Side facing entering traffic



Small Gateway Sign:
Primary Side facing entering traffic



Standard Large Merge Sign:
Shown for scale comparison.
about 9.5ft tall x 48" w.

Large & Small Gateway Signs: General Sizes

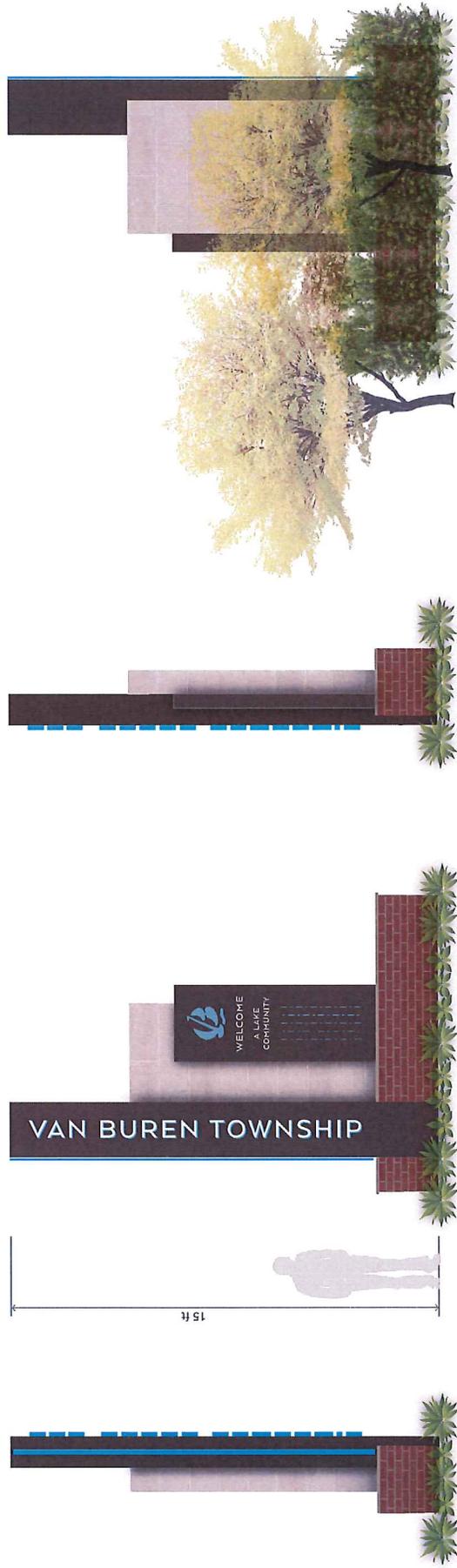
Client Approval & Date:

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Van Buren Township | 46425 Tyler Rd, Van Buren Charter Township, MI 48111

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VBT GATEWAY SIGNAGE - DISCOVERY



Large Gateway Sign:
Side facing roadway

Large Gateway Sign:
Primary Side facing entering traffic

Large Gateway Sign:
Side facing away from roadway

Large Gateway Sign:
Rear Side facing away from entering traffic.
Landscaping shown as suggested placement.

Large Gateway Signs: Views of all sides

Client Approval & Date:

Please review this proof carefully. Signature represents approval for final production. PDF's and proofs are not 100% color accurate.

Van Buren Township | 46425 Tyler Rd, Van Buren Charter Township, MI 48111

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Charter Township of Van Buren

Agenda Item: 8

REQUEST FOR BOARD ACTION

Work Study Date: 1/21/20
Board Meeting: 1/21/20

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

ITEM (SUBJECT)	To approve the purchase of (2) 2020 Ford F250s to be utilized by Building & Grounds staff and (2) 2020 Ford F150s to be utilized by Water & Sewer staff. Total vehicle cost in Building & Grounds is \$61,646. Total vehicle cost in Water & Sewer is \$55,840.
DEPARTMENT	Public Services
PRESENTER(S)	Matthew R. Best, Director of Public Services
PHONE NUMBER	(734) 699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Elizabeth Renaud, Executive Assistant Public Services

Agenda topic

ACTION REQUESTED	
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To approve the purchase of (2) 2020 Ford F250s to be utilized by Building & Grounds staff and (2) 2020 Ford F150s to be utilized by Water & Sewer staff. Total vehicle cost in Building & Grounds is \$61,646. Total vehicle cost in Water & Sewer is \$55,840.

Building & Grounds: 2020 Ford F250 4 Wheel Drive Super Cab \$30,823 x 2 = \$61,646
Water & Sewer: 2020 Ford F150 4 Wheel Drive Super Cab \$27,920 x 2 = \$55,840

BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
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See attachments.

BUDGET IMPLICATION	All four trucks were included as part of the approved 2020 Budget. 101-265-970-000 \$61,646 592-536-970-000 \$55,840
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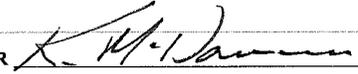
IMPLEMENTATION NEXT STEP	If approved, vehicles will be purchased.
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DEPARTMENT RECOMMENDATION	Approval
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COMMITTEE/COMMISSION RECOMMENDATION	
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ATTORNEY RECOMMENDATION	
(May be subject to Attorney/Client Privilege and not available under FOIA)	

ADDITIONAL REMARKS	
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APPROVAL OF SUPERVISOR	
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MEMO

TO: Township Board of Trustees
FROM: Matthew R. Best, M.S., Director of Public Services
RE: 2020 Department of Public Services Vehicle Purchases
DATE: January 21, 2020

BUILDING & GROUNDS

The Department of Public Services is recommending the approval of the purchase of (2) 2020 Ford F250 4 Wheel Drive Super Cabs to replace two trucks in the current Building & Grounds fleet:

Truck #711: 2007 GMC Sierra 2500

This truck is the current Building & Grounds salt spreader and plow truck. Age combined with wear and tear from the heavy usage has worn this truck down. This truck will be transferred to the Parks & Recreation fleet.

Truck #525: 2008 Ford F150

This truck is being replaced due to age and use limitations. It cannot be used as a plow and salt truck. This truck will be transferred to the Parks & Recreation fleet where it can be used in day to day operations.

Both truck replacements were planned and approved as part of the 2020 Budget. Each truck costs \$30,823. The total cost of \$61,646 will be expensed out of Building & Ground Capital Outlay.

WATER & SEWER

The Department of Public Services is recommending the approval of the purchase of (2) 2020 Ford F150 4 Wheel Drive Super Cabs to replace two vehicles in the current Water & Sewer fleet:

Truck #516: 2004 GMC Sierra 2500

This truck is driven daily and is being replaced due to age and mileage. This truck will be disposed of by auction.

Truck #517: 2005 GMC Savannah

This vehicle is being replaced due to age and potential large repairs that have been diagnosed. This truck is driven daily for Water & Sewer operations. This vehicle will be disposed of by auction.

Both truck replacements were planned and approved as part of the 2020 Budget. Each truck costs \$27,920. The total cost of \$55,840 will be expensed out of Water Capital Outlay.



2020 Ford F250 4 Wheel Drive Super Cab

148" Wheelbase
Blue Jean Metallic
Medium Earth Graphite 40/20/40 Vinyl Seat
XL Trim
Air Conditioning
AMFM/MP3/Clock
6.2L EFI V8 Engine
6-Speed Automatic
LT24/BSW/AS 17
3.73 Regular Axle
Power Equipment Group
Trailer Tow Package
XL Décor Group
Platform Running Board
Back glass Defrost
Snow Plow Package
Telescopic Trailer Tow Mirror
Reverse Vehicle Aide
Tough Bed Spray In-Liner
Privacy Glass
XL Value Group

Total Sale Price \$30,823.00 per vehicle

VIRTC1DP

CNGP530

VEHICLE ORDER CONFIRMATION

01/08/20 12:

==>

Dealer: F

2020 F-SERIES SD

Page: 1

Order No: 9999 Priority: B4 Ord FIN: QD731 Order Type: 5B Price Level
Ord PEP: 600A Cust/Flt Name: VAN PO Number:

		RETAIL	DLR	INV		RETAIL	DLR
X2B	F250 4X4 S/C	\$38830		\$36888.00	TRAILER TOW PKG		
	148" WHEELBASE				17F XL DECOR PKG	NC	
N1	BLUE JEANS MET				18B PLAT RUNNING BD	445	405
A	VNYL 40/20/40				10000# GVWR PKG		
S	MEDIUM EARTH GR				425 50 STATE EMISS	NC	
600A	PREF EQUIP PKG				43B BACKGLASS DEF	60	54
	.XL TRIM				473 SNOW PLOW PKG	250	228
572	.AIR CONDITIONER	NC		NC	512 SPARE TIRE/WHL2	NC	
	.AMFM/MP3/CLK						
996	.6.2L EFI V8 ENG	NC		NC	TOTAL BASE AND OPTIONS	43360	40026
44S	6-SPD AUTOMATIC	NC		NC	TOTAL	43360	40026
TD8	.LT245 BSW AS 17				*THIS IS NOT AN INVOICE*		
X37	3.73 REG AXLE	NC		NC			
90L	PWR EQUIP GROUP	915		832.00	* MORE ORDER INFO NEXT PAGE *		
	JOB #1 BUILD				F8=Next		

F1=Help F2=Return to Order F3/F12=Veh Ord M

F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC02

V4DD0227



2020 Ford F150 4 Wheel Drive Super Cab

145" Wheelbase

Oxford White

Medium Earth Gray 40/20/40 Vinyl

XL Series

3.3L V6 Engine

Electronic 6-Speed Transmission

P265/70r/17 BSW Tires

3.73 Regular Axle

Black Platform Running Boards

Trailer Tow Package

Rear Defroster

Reverse Sensing System

Power Equipment Group

Privacy Glass

Spray-In Liner

Total Sale Price \$27,920.00 per vehicle

VIRTC1DP V1.34 593 1 EN

CNGP530

VEHICLE ORDER CONFIRMATION

01/08/20 12:

==>

Dealer: F

2020 F-150

Page: 1

Order No: 9999 Priority: C2 Ord FIN: QD731 Order Type: 5B Price Level

Ord PEP: 100A Cust/Flt Name: VAN PO Number:

		RETAIL	DLR	INV		RETAIL	DLR
X1E	F150 4X4 S/C	\$36010	\$34389.00		57Q REAR DEFROSTER	\$220	\$200
	145" WHEELBASE				76R REV SENSING SYS	275	251
YZ	OXFORD WHITE				85A POWER EQUIP GRP	1170	1064
A	VINYL 40/20/40	NC	NC		924 PRIVACY GLASS	100	91
G	MED EARTH GRAY				96W SPRAY-IN LINER	595	542
100A	EQUIP GRP				FLEX FUEL		
	.XL SERIES				SP FLT ACCT CR		(1064
	.17"SILVER STEEL				FUEL CHARGE		10
99B	3.3L V6 PFDI				DEST AND DELIV	1595	1595
446	ELEC 6-SPD AUTO				TOTAL BASE AND OPTIONS	40810	37848
	.265/70R-17				XL BASE DISCT PEG & TT (500)		(455
X26	3.73 REG AXLE	NC	NC		TOTAL	40310	37393
	6500# GVWR				*THIS IS NOT AN INVOICE*		
18B	BLK PLAT BDS	250	228.00				
53A	TRAILER TOW PKG	595	542.00				

F1=Help F2=Return to Order F3/F12=Veh Ord M

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC02

V1DP0337