

**CHARTER TOWNSHIP OF VAN BUREN BOARD OF TRUSTEES
MARCH 2, 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 Communications Internship Program.
2. Discussion on the 2019 Planning Commission Annual Report.
3. Discussion on Resolution 2020-07 and the Stormwater Maintenance Agreement with Subaru Research and Development Inc.
4. Discussion on Resolution 2020-06 and the Stormwater Maintenance Agreement with U.S. Signal Properties LLC.
5. Discussion on the selection of Davenport Brothers Construction in the amount of \$132,000, to be expensed from Account #101-265-970-000 (Capital Outlay) for Entry improvements at Township Hall.
6. Discussion on the selection of Crooked Tree Nursery in the amount of \$133,092.15 to be expensed from Account #101-265-970-000 (Capital Outlay) for Landscaping improvements at Township Hall.

PUBLIC COMMENT:

ADJOURNMENT:

Charter Township of Van Buren

Agenda Item: 1

WORK STUDY
MARCH 2, 2020

REQUEST FOR BOARD ACTION

Consent Agenda New Business Unfinished Business Public Hearing

ITEM (SUBJECT)	Discussion on the Communications Internship Program.
DEPARTMENT	Communications
PRESENTER	Dan Selman, Alysha Albrecht, Ryan Nichols
PHONE NUMBER	734-699-8900
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

Agenda topic

ACTION REQUESTED	
To discuss the Communications Internship Program.	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
Please see attached Communications Internship Program.	
This document has been reviewed and approved by the Human Resources Director. The Program is compatible with existing Van Buren Township policies and procedures.	

BUDGET IMPLICATION	
IMPLEMENTATION NEXT STEP	

DEPARTMENT RECOMMENDATION	
COMMITTEE/COMMISSION RECOMMENDATION	

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

ADDITIONAL REMARKS	None
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APPROVAL OF SUPERVISOR	
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VAN BUREN
CHARTER TOWNSHIP

COMMUNICATIONS
INTERNSHIP PROGRAM

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Internship Overview

Van Buren Township (VBT) Communications Department is a Wayne County local government department within Van Buren Charter Township positioning themselves into becoming an active and vibrant community. This program offers an intensive semester based, hands-on, non-paid communications, video production and social media training program. The program follows a college semester calendar, including exam weeks. The summer semester internship combines both summer sessions. Content from this document was taken from the VBT Staff Policies & Procedures Manual and redrafted to follow VBT's goals and core priorities. Advancing between the internship levels, listed in this document, is at the description of the Communications Staff and the student making sure they meet all requirements.

Rookies

The first month of the Rookie semester is the training period. Evenings are spent attending hands-on internal workshops. Day shifts are spent learning to use equipment through hands-on training and exams. For the remainder of the internship, interns are expected to work with minimal supervision, while continuing to learn basic production techniques. During the Rookie semester, hands-on experience is gained by completing the internship requirements as outlined by the Communications Staff. Rookie interns will receive one-on-one mentoring, training and critiques for their work. Interns will learn the following basic skills:

All Tracks:

- Studio and Field Camera Operations
- Non-Linear Editing
- Audio Mixing and Microphone Usage
- Lighting Techniques
- Cable Wrapping
- Control Room Operations
- Social Media Applications
- Live Meeting Production
- Studio Production Operations
- Resume and Cover Letter Writing

Reporting Track:

- On-Air Presence and Delivery
- Live Reporting and Interviewing
- News Package Production
- Multimedia Journalism

Studio Production Track:

- Directing, Technical Directing and Producing Techniques
- News Package Production Creative Software Applications (i.e. After Effects)

Creative Production Track:

- Creative Directing and Producing Techniques
- Promotional Spot and Public Service Announcement Production
- Creative Software Applications (i.e. After Effects)

Social Media & Promotion Track:

- Event Planning and Promotion
- Promotional Spot and Public Service Announcement
- Production Creative Software Applications (i.e. After Effects, Canva)
- Content Creation and Scheduling for Multiple Social Media Platforms

The Rookie semester is just the start towards a successful career in Multimedia Communications. Those who strive for success in the industry are encouraged to return to the Internship Program the following semester as a Junior. All Rookie requirements must be completed to qualify for Junior status. Junior status may be attained early if all Rookie requirements and hours are completed ahead of schedule.

Juniors

Those who are interested in continuing their internship experience and invited to return may advance to Junior status, given that all Rookie requirements are successfully completed. Junior interns are expected to have mastered basic skills, while continuing to learn the following advanced skills:

All Tracks:

- Advanced Field Production
- Advanced Non-Linear Editing
- Resume Reel and Portfolio Development
- Job Shadowing

Reporting Track:

- Advanced Hosting and Anchoring

Studio Production Track:

- Advanced Control Room Operations

Creative Production Track:

- Post-Production Techniques

Social Media & Promotion Track:

- Brand Management
- Campaign Development and Implementation

During the semester, Junior interns will apply advanced skills that they have acquired to full-length programs or projects. By the end of the semester, a Junior intern should be able to produce elements of a full-length production or project with little to no supervision. Interns will not be considered for paid positions until after their Junior requirements are complete.

Seniors

Senior interns have the opportunity to mentor other interns and gain valuable experience teaching and developing others. Interns at this level are expected to have mastered basic and advanced skill requirements. They are expected to handle overseeing a series of full-length productions or projects with little to no supervision. Senior interns will continue spending time learning the following advanced skills:

Reporting Track:

Program Content Production

Studio Production Track:

Program Production

Creative Production Track:

Advanced Post-Production Techniques

Social Media & Promotion Track:

Project/Campaign Management

Paid Internships

Paid internships may be granted to any intern as deemed appropriate by the Communications Staff & Township Supervisor.

Paid Opportunities

The Internship Program operates on a voluntary, non-paid basis. Occasionally, there may be opportunities for interns to be compensated for work performed; for example, serving as crew for a "VBT Live" televised meeting during a semester break. All such opportunities are offered by the Internship Coordinator and/or Communications Specialist. The appropriate paperwork must be submitted to the Human Resources Department in advance of work being performed. Interns submitting paperwork after work has been performed may not be compensated for their efforts. Additional questions may be addressed to the Human Resources Director.

Schedule Requirements

Rookie Interns

- Must be available to work Monday – Thursday after 5 pm.
- Must have at least two 4-hour shifts Monday – Thursday between 9 am & 5 pm.
- Must attend all mandatory Rookie training workshops.
- Rookie intern schedules are approved by the Communication Staff.

Junior Interns

- Must be available to work all night meetings during the Rookie training period.
- Must have one weekday shift and one evening shift (Monday – Thursday).
- Must have one additional floating shift (anytime).
- Must attend all mandatory Junior training workshops.
- Junior intern schedules are approved by the Communication Staff.

Senior Interns

- Must be available to work all night meetings during the Rookie training period.
- Must have at least one scheduled day shift and one floating shift.
- Must attend all mandatory Senior training workshops.
- Senior intern schedules are approved by the Communication Staff.

Paid Interns

- **Must** arrange work schedule with the Communication Staff.

Freelancers

- Must arrange work schedule with the Communication Staff.

Semester Off

Interns who have successfully completed one semester in the program and are in good standing may be eligible to take a semester off or leave of absence from active participation, with an option to return to active duty following their time off. All such arrangements must be approved by the Communication Staff.

All Rookie interns taking a term off from active participation in the program may only return at the Junior intern staff level. They will then be re-evaluated prior to promotion to the next level. All of the basic scheduling requirements of a given staff level will apply in cases where an intern returns to the program.

Attendance

Interns must be present for the full duration of all scheduled shifts and must arrive no later than their scheduled start time. All time off and schedule change requests must receive prior approval. If time off is granted, the intern is responsible for making up hours and assignments missed.

Excused Absence

Time off requests from a scheduled day shift or night meeting must be in writing and submitted at least 48 hours in advance. If 48 hours notice is not given, time off may **NOT** be granted. To request time off, submit an online "Time Off Request" form. No more than **three (3) excused absences** will be allowed during the contract period.

Unexcused Absence

Absence from a scheduled day shift or night meeting without prior approval will be counted as an **unexcused absence**. **One (1) unexcused absence** during the contract period may result in immediate dismissal from the program.

Excused Late Arrival

Unavoidable late arrivals will be excused if they are approved by a staff member **before the start of the shift**. No more than **three (3) excused late arrivals** will be allowed during the contract period.

Unexcused Late Arrival

Arriving any time after a scheduled start time without prior notification will be counted as **one (1) unexcused late arrival**. **Three (3) unexcused late arrivals** during the contract period count as **one (1) unexcused absence** and may result in immediate dismissal from the program.

Excused Early Departure

Leaving early from a scheduled shift will be excused if it is approved by a staff member **be-**

fore the start of the shift. No more than **three (3) excused early departures** will be allowed during the contract period.

Unexcused Early Departure

Leaving early from a scheduled shift without prior notification will be counted as an **unexcused early departure**. **Three (3) unexcused early departures** during the contract period count as **one (1) unexcused absence** and may result in immediate dismissal from the program.

Schedule Changes

Permanent and temporary **schedule changes** are allowed to accommodate school and personal requirements. Schedule changes must be requested in writing and submitted at least 48 hours in advance. No more than **three (3) schedule changes** will be allowed during the contract period.

Deadlines

Interns **must** meet assignment deadlines. Assignments must be submitted within the time frame given.

For each assignment received, an "Assignment Checklist" form must be completed and submitted. Checklists will be compared with assignment requirements and due dates. **Assignments not accounted for with a checklist and/or incomplete checklists will be considered late or missed!** Missed or late assignments are subject to disciplinary action.

Excused Late Assignment

Interns must provide at least a 48 hour notice that an assignment will not be completed on time. If a 48 hour notice is provided and a deadline extension is granted, the assignment will be counted as an **excused late assignment**. Deadline extensions for **excused late assignments** must be requested in writing and within 48 hours. To request a deadline extension, submit an online "Assignment Deadline Extension" form. No more than **two (2) excused late assignments** will be allowed during the contract period.

Unexcused Late Assignment

Failing to provide at least a 48 hour notice that an assignment will not be completed on time will be counted as an **unexcused late assignment**. **One (1) unexcused late assignment** during the contract period may result in immediate dismissal from the program.

Missed Assignment

Failure to complete an assignment will be counted as a **missed assignment**. **One (1) missed assignment** during the contract period may result in immediate dismissal.

Equal Employment Opportunity (EEO)

Van Buren Charter Township provides equal employment opportunities in accordance with applicable laws to all employees and applicants for employment without regard to race, color, ancestry, national origin, gender, sexual orientation, marital status, religion, age, qualified disability, gender identity,

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results of genetic testing, height, weight, familial status or qualified service in the military. Equal employment opportunity applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Van Buren Charter Township expressly prohibits any form of unlawful employee harassment or discrimination based on any of the characteristics mentioned above. Improper interference with the ability of other employees to perform their expected job duties is absolutely not tolerated.

At-Will Employment

Your employment with Van Buren Charter Township is at-will, with the exception of union employees. This means that neither you nor Van Buren Charter Township has entered into a contract regarding the duration of your employment. You are free to terminate your employment with Van Buren Charter Township at any time, with or without reason. Likewise, Van Buren Charter Township has the right to terminate your employment, or otherwise discipline, transfer, or demote you at any time, with or without reason, at the discretion of Van Buren Charter Township.

No employee of Van Buren Charter Township can enter into an employment contract for a specified period of time, or make any agreement contrary to this policy without written approval from the three full-time elected officials and Board approval.

Workplace Etiquette & Safety

Nepotism, Employment of Relative and Dating in the Workplace

The Township wants to ensure that practices do not create situations such as conflict of interest or favoritism. This extends to practices that involve employee hiring, promotion and transfer. Close relatives, partners, those in a dating relationship or members of the same household are not permitted to be in positions that have a reporting responsibility to each other. Close relatives are defined as husband, wife, father, mother, father-in-law, mother-in-law, grandfather, grandmother, son, son-in-law, daughter, daughter-in-law, uncle, aunt, nephew, niece, brother, sister, brother-in-law, sister-in-law, step relatives and cousins.

If employees begin a dating relationship or become relatives, partners or members of the same household and if one party is in the Township Supervisor, Clerk, Treasurer and/or director position, that person is required to inform the Township Supervisor or designated representative of the relationship. The township reserves the right to apply this policy to situations where there is a conflict or the potential for conflict because of the relationship between employees.

Drug-Free Workplace

Van Buren Township prohibits all employees/interns from manufacturing, distributing, dispensing, possessing or using an illegal drug in or on Township premises or while conducting Township business. This prohibition applies to medical marijuana. Employees/interns are also prohibited from misusing legally prescribed or over-the-counter (OTC) drugs. This policy applies to all employees/interns and all applicants for employment of the Township. Van Buren Charter Township is a community in which responsibilities and freedoms are governed by policies and codes of behavior, including penalties for violations of these standards as stated in your manual. Van Buren Charter Township has a standard of conduct, which prohibits the unlawful possession, use, or distribution of illicit drugs and alcohol by employees on Van Buren Charter Township's site and/or client sites or as a part of Van Buren Charter Township's activities. Van

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Buren Charter Township will impose disciplinary sanctions on employees ranging from educational and rehabilitation efforts up to and including expulsion or termination of employment and referral for prosecution for violations of the standards of conduct. Each situation will be looked at on a case-by-case basis. See your Personal Service Agreement, Collective Bargaining Agreement or Salaried Policies and Procedures Manual.

It is the goal of Van Buren Charter Township to maintain a drug-free workplace. To that end and in the spirit of the Drug-Free Workplace Act of 1988, Van Buren Charter Township has adopted the following policies:

- The unlawful manufacture, possession, distribution, or use of controlled substances is prohibited in the workplace including medical or recreational marijuana, except as otherwise provided by state law.
- Employees who violate this prohibition are subject to corrective or disciplinary action as deemed appropriate up to and including termination.
- As an ongoing condition of employment, employees are required to abide by this prohibition and to notify, in writing and within five (5) days of the violation, her/his Director of any criminal drug statute conviction they receive.
- If an employee receives such a conviction, Van Buren Charter Township shall take appropriate personnel action against the employee up to and including termination.
- Van Buren Charter Township provides information about drug counseling and treatment.
- The following are Van Buren Charter Township rights as the employer for required drug screening:
 - Pre-employment
 - Reasonable suspicion
 - Random
 - Post-Accident involving a township vehicle
 - Follow-up for return to work

Inspection

Van Buren Township reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband. All employees/interns may be asked to cooperate in inspections of their persons, work areas, and property that might conceal drugs, alcohol or other contraband. Employees/interns who possess such contraband or refuse to cooperate in such inspection are subject to appropriate discipline up to and including termination.

Open Door Policy

It is the Township's desire to provide good working conditions and maintain harmonious working relationships among employees/interns, as well as between employees/interns and management, because doing so helps to ensure the orderly and efficient operation of Township business. In order to correct any work-related problems, the Township must be fully informed about them. Therefore, the Township has an "open door" policy. VBT interns are encouraged to discuss concerns or suggestions with tCommunications Staff. If an intern believes that the Communications Staff has not, or cannot, adequately address the situation, they are encouraged to discuss it with the Human Resources Director. This procedure should in no way foreclose the direct discussions Supervisors have always had on an informal basis with employees/interns.

Workplace Harassment

Van Buren Charter Township intends to provide a work environment that is pleasant, professional, and free from intimidation, hostility or other offenses, which might interfere with work performance. Harassment of any sort—verbal, physical, visual—will not be tolerated, particularly against employees based on a protected classification. These classifications include, but are not necessarily limited to race, color, religion, sex, age, sexual orientation, national origin or ancestry, disability, medical condition, marital status, veteran status, height, weight, familial status, or any other protected status defined by law.

Harassment and Complaint Procedure

Sexual and other unlawful harassment is a violation of Title VII of the Civil Rights Act of 1964 (Title VII), as amended, Michigan's Elliott-Larsen Civil Rights Act and other applicable laws. Harassment based on a characteristic protected by law, such as race, color, ancestry, national origin, gender, sex, sexual orientation, gender identity, marital status, religion, age, qualified disability, veteran status, height, weight, familial status or other characteristic protected by state or federal law, is prohibited.]

It is Van Buren Charter Township's policy to provide a work environment free of sexual and other harassment. To that end, harassment of Township's employees by management, supervisors, coworkers, or nonemployees who are in the workplace is absolutely prohibited. Further, any retaliation against an individual who has complained in good faith about sexual or other harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated. The Township will take all steps necessary to prevent and eliminate unlawful harassment.

Definition of Unlawful Harassment

"Unlawful harassment" is conduct that has the purpose or effect of creating an intimidating, hostile, or offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual's work performance; or otherwise adversely affects an individual's employment opportunities because of the individual's membership in a protected class.

Unlawful harassment includes, but is not limited to, epithets; slurs; jokes; pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts based on race, color, ancestry, national origin, gender, sex, sexual orientation, marital status, religion, age, qualified disability, veteran status, height, weight, familial status or other characteristic protected by state or federal law.

Definition of Sexual Harassment

"Sexual harassment" is generally defined under both state and federal law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature where:

- Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of any individual's employment or as a basis for employment decisions; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

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- Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.
- While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:
 - Unwanted sexual advances, whether they involve physical touching or not;
 - Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life, comments about an individual's body, comments about an individual's sexual activity, deficiencies, or prowess;
 - Displaying sexually suggestive objects, pictures, or cartoons;
 - Unwelcome leering, whistling, brushing up against the body, sexual gestures, or suggestive or insulting comments;
 - Inquiries into one's sexual experiences; and
 - Discussion of one's sexual activities.

All employees should take special note that, as stated above, retaliation against an individual who has complained in good faith about sexual harassment and retaliation against individuals for cooperating with an investigation of sexual harassment complaint is unlawful and will not be tolerated at Van Buren Charter Township.

Complaint Procedure

Any employee who believes he or she has been subject to or witnessed illegal discrimination, including sexual or other forms of unlawful harassment, is requested and encouraged to make a complaint. You may, but are not required to, complain first to the person you feel is discriminating against or harassing you. You may complain directly to your immediate supervisor or department director or any other member of management with whom you feel comfortable bringing such a complaint. Similarly, if you observe acts of discrimination toward or harassment of another employee, you are requested and encouraged to report this to one of the individuals listed above.

No reprisal, retaliation, or other adverse action will be taken against an employee for making a good faith complaint or report of discrimination or harassment or for assisting in the investigation of any such complaint or report. Any suspected retaliation or intimidation should be reported immediately to one of the persons identified above.

All complaints will be investigated promptly and, to the extent possible, with regard for confidentiality.

If the investigation confirms conduct contrary to this policy has occurred, the Township will take immediate, appropriate, corrective action, which may include discipline up to and including immediate termination.

Workplace Bullying

Van Buren Charter Township defines bullying as “repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment.” Such behavior violates the township code of ethics, which clearly states that all employees will be treated with dignity and respect.

The purpose of this policy is to communicate to all employees, including the Township Supervisor, Clerk, Treasurer and/or directors that the township will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined up to and including termination.

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when meting out discipline. As in sexual harassment, it is the effect of the behavior upon the individual that is important. Van Buren Charter Township considers the following types of behavior examples of bullying:

- Verbal bullying: Slandering, ridiculing or maligning a person or his/her family; language that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- Physical bullying: Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault; damage to a person’s work area or property.
- Gesture bullying: Nonverbal threatening gestures or glances that convey threatening messages.
- Exclusion: Socially or physically excluding or disregarding a person in work-related activities.

Violence in the Workplace

All employees/interns, residents and vendors must be treated with courtesy and respect at all times. Employees/interns are expected to refrain from conduct that may be dangerous to others.

The Township encourages employees/interns to bring their disputes to the attention of their Supervisors and the Human Resources Department before a situation escalates. Conduct that threatens intimidates or coerces another employee/intern, resident or a vendor will not be tolerated. Township resources may not be used to threaten, stalk or harass anyone at the workplace or outside the workplace. The Township handles threats coming from an abusive personal relationship as it does other forms of violence. Indirect or direct threats of violence, incidents of actual violence and suspicious individuals or activities should be reported as soon as possible to supervisory personnel, Human Resources or the Police Department. When reporting a threat or incident of violence, the employee/intern should be as specific and detailed as possible. Employees/interns should not place themselves in danger during an incident.

Employees/interns should promptly inform the Human Resources Department of any protective or restraining order that they have obtained that lists the workplace as a protected area. Employees/interns are encouraged to report safety concerns with regards to domestic violence. Van Buren Township is committed to supporting victims of domestic violence. The Township will not retaliate against employees/interns making good-faith reports.

Van Buren Township will promptly and thoroughly investigate all reports of threats of violence or incidents of actual violence, and of suspicious individuals or activities. The identity of the individual making

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a report will be protected as much as possible. In order to maintain workplace safety and the integrity of its investigation, the Township may suspend employees/interns suspected of workplace violence or threats of violence, either with or without pay, pending investigation.

Anyone found to be responsible for threats of or actual violence or other conduct that is in violation of these guidelines will be subject to disciplinary action up to and including termination.

Safety

It is the responsibility of each employee/intern to conduct all tasks in a safe and efficient manner complying with all federal, state and local safety and health regulations and Township standards, and with any special safety concerns for use in a particular area.

Although most safety regulations are consistent throughout each department, each employee/intern has the responsibility to identify and familiarize her/himself with the emergency plan for his/her working area. Each facility shall have posted an emergency plan detailing procedures in handling emergencies such as fire, weather-related events and medical crises.

Reporting Incidents/Accidents

Employees/interns shall immediately report all injuries, regardless of the extent, arising out of their employment. An injury, however slight, may require immediate or later medical attention.

It is the responsibility of the intern/employee to complete an "Incident and Accident Report" within 24 hours for each safety and health incident/accident that occurs or that an employee/intern witnesses.

Reservations

Use of field equipment, editing stations and the studio may be reserved for both weekday and weekend use. Without a reserved time, there is no guarantee that you will be able to use the equipment, editing stations or studio.

We recognize the stress on available time to use the equipment. To reduce conflicts:

- Everyone is welcomed and encouraged to work outside their scheduled shifts to complete their exams and assignments.
- Pre-plan your editing projects and have all the elements ready for your reserved time (clips imported, VO written/recorded and the entire assignment planned out).
- Recognize the fact that other interns need to use the equipment when they have time reserved. Please respect their time and do not run past your allotted time.
- Be patient, everyone has deadlines to meet. Work together and respect one another. Remember we are a team!

Field Equipment

Reservations may only be for **4 hour blocks** of time. Interns may be preempted from using field equipment, if it is determined by staff that another project is of higher priority. To reserve field equipment, interns must log in to the online reservation system and follow the "Reservations & Check Out Procedures".

Editing Stations

Reservations may only be for **4 hour blocks** of time. **When reserving time, include your name and the project you are working on.** Interns may be preempted from using an editing station if it

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is determined by staff that another project is of higher priority. To reserve an editing station, interns must log in to the online reservation system and follow the "Reservations & Check Out Procedures".

Studio

To reserve the studio, email all staff, Communications@vanburen-mi.org to schedule a tentative program taping time. The Administrative Assistant will book the studio time and any staff time that is needed. Confirm the guests, topic and host. Email all staff, Communications@vanburen-mi.org whether the taping time is confirmed, changed or canceled.

Field Equipment Sign-Out

When using VBT equipment, in the building or off-site, you must sign out the equipment through the online reservation system. A staff member must verify and approve **in person** all check-outs and check-ins of field equipment.

All equipment must be put away immediately upon check-in (after footage has been uploaded). Do **NOT** leave field equipment in the hallway, studio, control room or editing suite, unless instructed by staff.

Field equipment may be checked-out overnight and for the weekend to an intern who has completed all Rookie workshops and exams, received prior approval and has a scheduled shoot the following morning or during non-business hours. **If the proper procedures are not followed, privileges may be denied.** Equipment must be returned in a timely fashion and not kept for an extended period of time. Reservations and check-outs are only allowed for 4 hour blocks of time. Equipment must be picked up and signed out by 5 pm for overnight use and by 5 pm on Friday for weekend use. All equipment signed out for weekend use must be returned by 9 am the following business day. When signing out equipment, it must be stored securely indoors and not left unattended in vehicles overnight.

Care of Equipment

Every intern is individually responsible for the proper care and use of VBT property and equipment and is accountable for what is issued to him/her. VBT property and equipment is to be used only for VBT purposes and to be operated only by VBT staff and interns.

Each individual may be held **personally (and financially) responsible** for any damage to, or loss of, VBT property and equipment resulting from his/her carelessness or negligence. Interns must immediately report any damage or loss of property and equipment to a staff member by completing a "Maintenance Request" form and contacting a staff member directly.

If an intern is deemed as being negligent with VBT equipment, appropriate measures will be taken by the Communications Staff up to and including dismissal from the program.

Key Sign-Out

Any intern who has completed all Rookie workshops and exams, including "Lock-Up Procedures" may sign out keys. The intern who signed out the key is responsible for the key and all lock-up procedures, **until the key is checked back in by a staff member.** Keys **must** be returned by 9 am the following business day from the date signed out.

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Keys must be signed out by a staff member and initialed on the "Spare Key Sign-Out" clipboard. Keys cannot be signed out unless approved by a staff member. Keys can be signed in by directly handing them to a staff member or dropping them into a staff member's mailbox.

If an intern has earned the rank of night meeting producer, he/she may request long term use of a set of keys. However, the keys must be turned in upon completion of their duties as night meeting producer.

Please plan accordingly when working after hours and on weekends, as there are a limited number of keys available and issued on a first-come, first-serve basis. Staff will not be available to let interns into the building after 5 pm, Monday – Friday or any time on the weekends. Those interns with keys checked out will determine when the building will be accessible to other interns after hours and on the weekends.

Keys cannot be handed off to another intern without receiving prior approval from a staff member. If the proper procedures are not followed, privileges may be denied.

Parking/Entering & Exiting the Building/Smoking

Parking: Interns are to park in the Municipal Building **main parking area only**. Interns **cannot** park in the first row of the main parking area. The parking area in the back of the building is to be used **only** for loading and unloading equipment. Cars **cannot** be in this area for more than **10 minutes** at any one time. Cars may only park at the side entrance door **after 5 pm** weekdays and on the weekends.

Entry into the Building: Interns are to enter and exit through the front entrance. The side door is to be used only for loading and unloading equipment. **Knocking on the door and propping the door wide open is unacceptable.** Interns must enter from the front entrance to gain access to load or unload equipment. Interns may **exit** through the side door when there are night meetings or workshops.

Smoke-Free Workplace: It is the policy of Van Buren Township to prohibit smoking and use of tobacco products on all Township premises. Smoking is defined as the "act of lighting, smoking, or carrying a lighted or smoldering cigar, cigarette, or pipe of any kind, including e-cigarettes."

Tobacco products include chewing tobacco, all smoked tobacco products and all other forms of smokeless tobacco products.

The smoke-free workplace policy applies to:

- All areas of Township buildings
- All Township-sponsored off-site conferences and meetings
- All vehicles owned or leased by the Township
- All visitors to the Township premises
- All contractors and consultants and/or their employees working on Township premises
- All employees, temporary employees, interns, seasonal workers and visitors

Smoking and use of tobacco products is **only** permitted in parking lots that are at least 50 feet from any Municipal Building including, but not limited to, the Township Hall, the Public Safety Building, the

VBT COMMUNICATIONS INTERNSHIP POLICIES & PROCEDURES

Service Center and all Fire Stations. Van Buren Township is not required to give employees/interns any additional breaks for smoking other than the breaks granted to employees/interns outlined in this Policies & Procedures Manual. Littering after the use of smoking and tobacco products (including cigarette butts) will not be tolerated on any Township property and offenders may be subject to dismissal from the program.

Township Vehicle Use

A Township vehicle may be available to interns for work related use, during regular business hours. We encourage all approved interns to use the Township vehicle rather than personal vehicles when a Township vehicle is available. All vehicles are to be operated in accordance with applicable state and local traffic laws. In order to be granted approval for use, a valid driver's license and driving record background check is required. If the background check comes back negative, interns are denied the right to use Township vehicles. Township vehicles are to be used for Township business only and transporting other individuals for non-business purposes is not allowed.

Interns will **NOT** be able to drive a Township vehicle until a background check is completed and permission is granted. If an intern needs to check out a Township vehicle he/she must notify a staff member to reserve the vehicle for use. Vehicle keys must immediately be returned upon returning the vehicle to the lot. Keys cannot be kept.

When operating a Township vehicle, the intern's first responsibility is to safely operate the vehicle. Cellular and other wireless communications should be kept to an absolute minimum. Any lengthy conversation will require that the vehicle be brought to a stop at a safe location, preferably off the main road. Conversations, taking notes, dialing, answering or reading of displays must be avoided while the vehicle is in motion. Texting while driving is against the law.

If an intern is involved in an accident, they are to remain on the scene until the police have arrived and have taken their report. A staff person must be contacted immediately. If a traffic citation or ticket is received for any reason, the intern is responsible for any fees and Township vehicle privileges will be revoked.

Township vehicles must be properly parked when not in use. Appropriate places to park include the "Authorized Township Vehicles" section to the south of the employee entrance and the back row of the main parking lot near the???. Inappropriate places include; the loading area - just outside of the south employee entrance, the 15 minute parking spaces near the south courtyard, the Supervisor, Clerk and Treasurer parking spaces or anywhere else in the main lot. When using a Township vehicle, it is expected to be returned with a full tank of gas. Returning a vehicle with little to no fuel is unacceptable. Gas for Township vehicles must be refueled at the Van Buren Charter Township Service Center refueling station only. Money will not be reimbursed for gas purchased from a source other than the Service Center.

The procedure for fueling Township vehicles is as follows:

- Drive the vehicle to the refueling station located behind the VBT Township Hall.
- Insert the identification card from the assigned vehicle into the card reader and enter the current mileage when prompted.
- Enter the corresponding pump number.
- Remove nozzle from the pump and fill the vehicle.
- When completed, return nozzle to the pump and leave identification card in the vehicle for the

VBT COMMUNICATIONS INTERNSHIP POLICIES & PROCEDURES

next person to use. If it is necessary to refuel after hours and the gate is closed at the Service Center, contact a staff member for assistance with the gate code.

The gas pumps are equipped with a leak detection system. If you insert the fuel nozzle in the vehicle before you input your data at the card reader, the pumps will pump at a very slow rate.

In addition, interns must make sure to clean up after themselves when using the vehicle. Beverage containers, fast food bags, etc. should be disposed of properly and must not be left on the floor of the car for the next person to clean. If issues with parking and cleanliness develop, driving privileges of a Township vehicle will be suspended.

Personal Vehicle Use

When driving a personal vehicle on VBT business, the driver's personal insurance serves as the primary insurance. A current copy of proof of insurance is required to be on file. When driving a personal vehicle on VBT business, transporting non-employees/interns in the vehicle is not allowed. The driver/owner of the vehicle must follow all traffic laws and regulations and ensure that the personal vehicle is in good operating condition and safe to drive. If an intern does not possess a valid driver's license or personal vehicle, reliable transportation is required to complete assignments and participate in the Internship Program. Failure to meet deadlines and attendance to scheduled shifts due to non-reliable transportation may result in immediate dismissal from the program.

Mileage/Parking Reimbursement

All mileage reimbursement requests must be pre-approved by the Internship Coordinator and/or Communications Specialist. Mileage will be reimbursed outside a 26 mile radius from the Municipal Building. If able to claim mileage, a "Mileage Reimbursement Request" form, as well as documentation from point to point and information regarding the assignment covered must be filled out and submitted. Once approved, a petty cash slip will be given to present to the Township Treasurer's Office for cashing. Parking will be reimbursed if event parking fees are charged when covering an assigned event or story. Please submit all parking fee receipts to the Internship Coordinator and/or Communications Specialist for parking reimbursement.

Electronic Communication and Internet Use

The following guidelines have been established for using the Internet, Township-provided cell phones and e-mail in an appropriate, ethical and professional manner:

- All technology systems used by the Township (telephones, facsimile machines, photocopiers, computers, printers, voice mail, e-mail systems and other technology) are for Township business purposes and are provided to further our goals and service to the public.
- Employees/interns must use common sense and adhere to appropriate work behavior when using the Township's technology systems.
- Any personal use of personal communication devices should be limited in duration and frequency, so that it does not interfere with the employee's/intern's work responsibility or adversely affect the productivity of the employee/intern or the employee's/intern's co-workers.
- Internet, company-provided equipment (e.g., cell phone, laptops, computers), and services may not be used for transmitting, retrieving, or storing any communications of a defamatory, discriminatory, harassing, or pornographic nature.
- The following actions are forbidden: using disparaging, abusive, profane, or offensive language; creating, viewing, or displaying material that might adversely or negatively reflect upon the Township or be contrary to the Township's best interests; and engaging in any illegal activities, includ-

VBT COMMUNICATIONS INTERNSHIP POLICIES & PROCEDURES

ing piracy, hacking, extortion, blackmail, copyright infringement, and unauthorized access of any computers and Township-provided equipment such as cell phones and laptops.

- Employees/interns may not copy, retrieve, modify, or forward copyrighted materials, except with permission or as a single copy reference only.
- Employees/interns should not open suspicious e-mails, pop-ups, or downloads.
- Employees/interns may not install hardware or software, or engage in any other sort of file downloading or uploading without permission of the Township Supervisor, or his or her designee. Contact IT with any questions or concerns to reduce the release of viruses or to contain viruses immediately.
- Internal and external e-mails are considered to be public records and may be subject to discovery in the event of litigation and to the Freedom of Information Act (FOIA). Be aware of this possibility when sending e-mails within and outside the Township.

Right to Monitor

All Township-supplied technology and Township-supplied work records belong to the Township and not to the employee/intern. The Township may routinely monitor the use of Township-supplied technology. Inappropriate or illegal use or communications may be subject to disciplinary action up to and including termination of employment.

Social Media Policy

Social media can denote any web-based technology that enables and facilitates rapid communication and/or networking through the Internet and/or cellular devices.

Management has the authority to monitor employee/intern use of the Internet to ensure appropriate use.

Examples:

- Blogs, and micro-blogs, such as Wordpress and Twitter.
- Social networks, such as Facebook.
- Professional networks, such as LinkedIn.
- Video sharing, such as YouTube.
- Photo sharing, such as Instagram, Flickr and Pinterest.

Conditions of Authorized Use

Employees/interns are authorized to post information and/or prepared materials such as text, documents, photos, video files or streams on social media platforms if used to promote individual works that have or will air on the channel (stories, promos, programs, etc.) or the Communications Department as a whole. Personal use of social media sites is not permitted during work hours.

Restrictions

Social media must not be used to transmit information or knowingly connect to sites for any unlawful or prohibited purpose including, but not limited to, the following examples:

- Discrimination or harassment on the basis of actual or actual or perceived race, color, religion, national origin, sex, age, height, weight, condition of pregnancy, marital status, physical or mental limitation, disability, source of income, familial status, education association, sexual orientation, gender identity or expression, or HIV status.
- Sexual harassment or sites containing sexual content.

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- Transmission of obscene materials.
- Transmission of protected or private information.
- Infringement on copyright.
- Expression of any campaign, political, or religious beliefs.
- Conduct of a personal, outside business, or other financial benefit or gain.

Security Risks

The Internet is an unsecured publicly accessible network. Owners of social media sites commonly monitor usage activity and those activities may be disclosed to any number of parties. Links and embedded files on social networking sites may contain malicious software or redirect users to inappropriate sites. As such, links and embedded files on social media sites should not be trusted. Van Buren Township reserves the right to monitor employees/interns internet usage at such times and in such circumstances as appropriate.

Copyright Use

When materials are posted on behalf of other entities, the employee/intern posting the material must:

- Obtain copyright releases for all such material from the creators or indemnification from the entity for which the material is to be posted.
- Obtain releases for each image of a person who may have a potential claim to such a right or indemnification from the entity for which the material is to be posted.
- Materials obtained from pages on social networking sites may or may not be the property of the page owner. Employees/interns must not assume materials obtained from the Internet are in the public domain and must follow the process outlined above.

Reviews

Staff will review social media content on a regular basis. Reviews will consider whether or not the information:

- Supports the Township's standards of ethics in government
- Supports and promotes Van Buren Township's mission
- Distributes accurate information
- Protects the intellectual property rights of creators of content
- Protects the personality rights of any person appearing in material posted
- Reflects the brand image of the Township

If you have any questions about a post, consult with staff **before** posting.

Consequences

Failure to abide by policies established for use of social media or participation in any activity deemed inappropriate may result in the loss of access privileges. As with any policy, violation may also result in disciplinary action up to and including termination.

Phone/Fax/Copy Usage

The Township copy machine, fax machine and phones are for business use only. They are not for personal use. Interns have the ability to use these machines in conducting business for the station. If an intern would like to use them for any other reason, they must first receive permission from a staff member. The fax machine cannot be operated by an intern and must be conducted by a staff member. Any misuse of this equipment could be determined a violation of the contract.

Interns are expected to answer the VBT main line when staff is unavailable. Please follow the "Phone Procedures", accordingly.

Personally-Owned Hard Drives and Cell Phones

Use of personally-owned devices, such as cell phones, shall not interfere with normal functions of work including, but not limited to, studio productions, night meetings, training sessions, etc.

Examples of interference include:

- Taking personal calls
- Personal text messaging
- Ringing devices

Devices should have the ringer on silent at all times, while in the building. Use of devices is prohibited in the hallways or anywhere it may interfere with other interns or staff. Devices cannot be used while on crew for studio productions or night meetings, unless working the "social media" crew position.

Van Buren Township is not responsible for any costs associated with the carrying of personally owned devices, such as use time fees, damage repair, loss or replacement for any reason.

Personally-owned device(s) use may be revoked on an individual basis, subject to the discretion of the Communications Staff.

All interns are recommended to have their own portable hard drive, Mac Compatible storage device to save their materials, such as raw video footage, edited projects and other assignments.

Photography

By participating in the VBT Internship Program, interns acknowledge that photographs and/or videos of them may be taken by staff at any time. Furthermore, interns grant permission to use photographs and/or video of their likeness in any type of media or publication without compensation or reward.

Lock-Up Policy

The Township has assigned responsibilities for opening/closing and securing the front doors (including handicap activation) of the Municipal Building. **Those areas pertaining to interns are included here.**

All doors will be opened by 7:30 am.

Meeting nights (Monday, Tuesday and Wednesday) - doors will be locked immediately following the meeting by the staff person responsible as follows:

- Planning Commission – Planning Staff
- Township Board – Clerk
- Environmental Commission – Environmental Commission staff
- Any other meetings – Staff person

All interns must complete "Lock-up Procedures" after night meetings. Interns will not be dismissed until a staff member signs off on the "Lock-up Procedures" document.

VBT COMMUNICATIONS INTERNSHIP POLICIES & PROCEDURES

When Closed Sessions are held at the end of a meeting, the doors must remain open until the Closed Session is finished and the regular meeting has been re-opened, any remaining business is completed and the meeting is adjourned.

Non-meeting nights (Thursday and Friday) - doors will be locked immediately after 4 pm by a member of the Clerk's Office. **All interns must complete the items listed on the "Lock-Up Procedures" document, sign and date the document and turn in to the Communication's Staff mailbox each night and on the weekends before leaving the building.**

Clean-Up Policy

Interns must clean up after themselves at the end of each shift. This includes closing projects, putting away field equipment, cleaning up workstations and taking home any personal belongings (including refrigerated items). The cleaning duties outlined in the "Lock-Up Procedures" must be performed every night.

The Township Municipal Building has designated break rooms to the left of the Treasurer's Office area and in cable area's front office. They are not to be used as a place to hang out. Interns may also use the sink/microwave area near the editing suite. All dishes, pop cans and other trash must be picked up before leaving for the night and/or at the end of a shift. Dishes left in the sink must be washed with soap and water and put away.

Drinks or food are not allowed in the control room or past the partitions in the editing suite. Beverages may be kept in the intern editing suite on the table or in the refrigerator. Drinks may not be left on the floor of the hallway, as they may be easily kicked over. Coffee and/or water are only allowed in the studio for hosts and guests during a show taping and must be taken care of immediately after the show. **If interns are unable to comply, drinks will only be allowed in the designated break rooms.**

Refrigerated Items

Food and drinks must be labeled with name and date if kept in the refrigerator. Each intern must take home their refrigerated items daily. Interns are only allowed to take those items from the refrigerator that belongs to them. If an intern takes items from the refrigerator that do not belong to them, that is an act of stealing and could be cause for dismissal from the program.

Fragrance Sensitivity

Employees and guests to the Communications Department may have sensitivity and/or allergic reactions to various fragrant products. It is appreciated that everyone cooperates in refraining from the use of fragrances. Any interns with a concern about scents or odors should contact the Communications Staff.

Dress Code

The intent of this Dress Code is to establish clarity of understanding and a general uniformity of appearance. All dress is subject to staff discretion. **Anyone violating the dress code policy will be sent home to change into appropriate attire.**

All interns are expected to be well-groomed and dressed appropriately for a business casual work environment. Clothing that shows the mid-drift, low-riders or sagging pants below the waist line, low-cut

VBT COMMUNICATIONS INTERNSHIP POLICIES & PROCEDURES

shirts, short skirts or dresses, flip flops, high heels, sweatpants (i.e. yoga pants, pants made from flannel or fleece that are considered 'pajama bottom'), basketball shorts, shorts, t-shirts, sweatshirts or hoodies, hats, loud or offensive slogans (i.e. politics, sexual, racial, national origin, religion, profane), low cut tops and sleeveless tank tops (men or women) are not allowed. Skirts and dresses must be no shorter than a hand's width above the knee, regardless if legs are covered. Leggings may only be worn when covered by a blouse, sweater, dress or skirt. Interns are encouraged to dress comfortably because production work, especially on remote locations, requires moderate levels of physical activity. Jeans are only allowed on Friday's and weekends.

Meeting Coverage

A VBT shirt will be provided which must be worn for all live meetings and evening productions. Each intern must wear black dress slacks; no jeans or leggings are allowed. Interns must look professional and well-groomed in the rest of his/her appearance. The exception to wearing a VBT provided shirt is to wear a plain black shirt.

On-Camera Appearances

When in front of the camera, interns must wear their best attire, look professional well-groomed in the rest of his/her appearance and dressed appropriately for the interview or story they are covering. That may include shirt and tie, suit, jackets and slacks. For women, a skirt, dress, or a nice looking outfit with slacks would be appropriate. If wearing nail polish, please use only neutral colors.

Exit Interview

All interns who leave the program will take part in an exit interview. Exit interviews will take place with the Internship Coordinator. The Internship Coordinator will coordinate the time and dates of all exit interviews.

Exit interviews are utilized to assess outgoing intern experiences while working at VBT. VBT may utilize some information discovered during exit interviews to improve the Internship Program.

Interns must return all Township property at the time of separation, including equipment, keys, iPhone, etc.

Alumni Status

Becoming an Alumni

In order to become an alumni member, interns must:

- successfully complete the Rookie internship contract.

- Be in good standing with a positive performance evaluation.
- Demonstrate a good attitude throughout the internship contract.

Rookie Contractual Requirements

- Attend required workshops during Rookie internship.
- Successfully complete all exams during Rookie internship.
- Be in good standing with meeting deadlines and attendance requirements.
- Meet the minimum required hours as stated in the Rookie contract.

Benefits

Alumni members are entitled to:

- Receive the quarterly Scoop newsletter.

VBT COMMUNICATIONS INTERNSHIP POLICIES & PROCEDURES

- Become a member of the Alumni Network.
- Receive positive letters of recommendation from staff to potential employers, including professional connections with alumni staff in the industry.
 - Be invited to Alumni reunions and included on the Alumni Map on VBT's website.
 - Use VBT facilities and equipment for the purposes of creating a resume reel and receive advice and feedback.
- Attend advanced workshops free of charge.

Maintaining Status

Returning interns, who wish to maintain a positive alumni status, must continue fulfilling each additional contract with a positive attitude and performance evaluation. **Please speak directly with the Communications Specialist at any time regarding these policies and procedures.**

Charter Township of Van Buren

Agenda Item: 2

REQUEST FOR BOARD ACTION

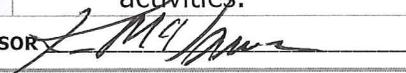
WORK STUDY MEETING DATE: 3/2/20

BOARD MTG. DATES: 3/3/20

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

ITEM (SUBJECT)	Planning Commission Annual Report for 2019
DEPARTMENT	Planning & Economic Development
PRESENTER	Dan Power, Director of Planning & Economic Development
PHONE NUMBER	734-699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	N/A

Agenda topic

ACTION REQUESTED	
To consider adopting the Planning Commission Annual Report for 2019 as required by the Michigan Planning Enabling Act.	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
In accordance with P.A. 33 of 2008, as amended, MCL 125.3801 et seq, Michigan Planning Enabling Act, please find the attached annual report regarding Planning Commission activities for 2019. One of the statutory duties of the Planning Commission is to provide an annual report of their activities to the legislative body of the municipality. I have provided a table of the decision and public hearing agenda items the Planning Commission has considered in 2019 and a cover letter which summarizes those agenda items. Please feel free to contact me with any further questions.	
BUDGET IMPLICATION	None
IMPLEMENTATION NEXT STEP	After adoption the report will be filed with the Clerk's office.
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	Approval
ATTORNEY RECOMMENDATION	N/A
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	<p>Items Included:</p> <ul style="list-style-type: none"> • Planning Commission Annual Report for 2019 • February 12, 2020 Planning Commission Meeting Minutes • Tabulation and graphic summary of 2019 Planning Commission activities.
APPROVAL OF SUPERVISOR	



Charter Township of Van Buren

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TRUSTEE
Paul D. White

February 21, 2020

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

Subject: Planning Commission Annual Report for 2019

In accordance with P.A. 33 of 2008, as amended, MCL 125.3801 et seq, Michigan Planning Enabling Act, please find the attached annual report regarding the Planning Commission activities for 2019. The report was reviewed and recommended to be forwarded to the Board of Trustees with modifications at the regular meeting of the Planning Commission on February 12, 2020. The report is now being forwarded to the Van Buren Township Board of Trustees. The report is summarized as follows:

Public Hearings: The Planning Commission held fifteen (15) public hearings.

Preliminary Site Plan Approvals: The Planning Commission granted six (6) preliminary site plan approvals.

Final Site Plan Approvals: The Planning Commission granted four (4) final site plan approvals.

Special Land Use: The Planning Commission recommended two (2) special land use approvals to the Township Board.

Site Plan Amendments: The Planning Commission granted seven (7) site plan amendments.

Temporary Land Use Approvals: The Planning Commission granted five (5) temporary land use permits.

Rezoning Recommendations: The Planning Commission made eight (8) rezoning recommendations to the Township Board.

Zoning Text Amendment Recommendations: The Planning Commission made three (3) zoning text amendment recommendations to the Township Board.

Master Plan Amendment: The Planning Commission forwarding a recommendation for one (1) master plan future land use map amendment, which was to increase the residential density allowable on the property located at 41620 East Huron River Drive.

Tree Removal Permits: The Planning Commission granted no separate tree removal permits. Tree removals were approved as part of site plan approval.

Public Participation Plan: The Township is engaged in the Michigan Economic Development Corporation's Redevelopment Ready Communities Program. As part of the certification process, a public

46425 Tyler Road, Van Buren Twp., MI 48111-5217 Website: vanburen-mi.org

Telephone 734-699-8900 Fax 734-699-5213



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participation plan which was recommended for approval by the Planning Commission in 2018 was then forwarded to the Township Board for approval on December 12, 2018.

Significant Activities: Construction has begun at several significant project sites which were approved by the Planning Commission in 2018-2019:

- Ashley Capital Crossroads North has started construction on one of the buildings in the +/- 1.6 million square foot distribution center near Ecorse Road and Haggerty Road.
- Construction continues on the 60,000 square foot Subaru automobile research and development center. The facility, located on 76 acres along Michigan Avenue, will employ approximately 100 workers and be the company's North American Headquarters.
- US Signals is nearing completion of the construction of a 25,000 square foot data processing center at 9275 Haggerty Road.

The minutes of the Planning Commission's regular meeting on February 12, 2020, during which this report was recommended to be forwarded to the Board of Trustees with modifications, the tabulated list of 2019 Planning Commission activities, and a summary of these activities are included on the pages following this cover report.

**CHARTER TOWNSHIP OF VAN BUREN
PLANNING COMMISSION
February 12, 2020
MINUTES - DRAFT**

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

ROLL CALL:

Present: Kelley, Budd, Boynton, Jahr and Thompson.

Excused: Atchinson and Franzoi.

Staff: Director Power and Secretary Harman.

Planning Representatives: None.

Audience: Four (4).

ELECTION OF OFFICERS:

Motion Budd, Jahr second to nominate Carol Thompson as Chairperson. Motion Carried.

Motion Kelley, Jahr second to nominate Donald Boynton Jr. as Vice-Chairperson. Motion Carried.

Motion Boynton, Budd second to nominate Bryon Kelley as Secretary. Motion Carried.

Motion Kelley, Jahr second to nominate Donald Boynton as the BZA representative. Motion Carried.

Motion Budd, Boynton second to nominate Bryon Kelley as the Alternate BZA representative. Motion Carried.

APPROVAL OF AGENDA:

Motion Boynton, Kelley second to approve the agenda of February 12, 2020 as presented. Motion Carried.

APPROVAL OF MINUTES:

Motion Kelley, Boynton second to approve the regular meeting minutes of January 8, 2020 as presented. Motion Carried.

NEW BUSINESS:

ITEM # 1 2019 PLANNING COMMISSION ANNUAL REPORT

Director Power presented the 2019 Planning Commission Annual Report displaying a PowerPoint presentation that summarized the report and detailed the accomplishments of the Planning Commission in 2019. Mr. Power also displayed an interactive map that he is working on, which will keep track of the status of all projects.

Motion Boynton, Kelley second to recommend the 2019 Planning Commission Annual Report to the Township Board of Trustees with corrections to the number of Temporary Land Use Approvals to four (4) and the number of Zoning Text Amendment Recommendations to three (3).

Roll Call:

Yeas: Jahr, Boynton, Kelley, Budd and Thompson.

Nays: None.

Absent: Franzoi and Atchinson.

Motion Carried. (Report Attached)

ITEM # 2 2020 PLANNING COMMISSION MEETING SCHEDULE

Director Power presented the 2020 Planning Commission meeting schedule. Meetings will remain on the 2nd and 4th Tuesday of each month, with November and December meetings on the 2nd Tuesday only, due to the holiday schedule. The November 11, 2020 meeting date may change as it falls on a holiday as well.

Motion Kelley, Boynton second to approve the 2020 Planning Commission meeting schedule as presented. Motion Carried. (Meeting Schedule Attached)

GENERAL DISCUSSION:

ITEM #1 DISCUSSION: UPCOMING TRAINING OPPORTUNITIES

Director Power informed Commissioners of upcoming training opportunities through the Michigan Association of Planners (MAP). Planning and Zoning Essentials training on Thursday, March 19 in Jackson and a Site Plan Review Workshop on Wednesday, March 18 in Taylor at the Wayne County Community College Campus. Commissioners are to notify Director Power if they are interested in attending either of the training sessions.

ADJOURNMENT:

Motion Boynton, Jahr second to adjourn at 7:42 p.m. Motion Carried.

Respectfully submitted,

Christina Harman
Recording Secretary

2019 Planning Commission Activities

Meeting Date	Case #	Project Name	Location	Action Type	Action
23-Jan-19	18-035	Costco Depot Expansion	5860 Belleville Road	Final Site Plan	Approved
23-Jan-19	18-036	US Signals Data Center	9275 Haggerty Road	Preliminary Site Plan	Approved
23-Jan-19	18-039	The Real McCoy BBQ	39431 E. Huron River Drive	Temporary Land Use	Approved
23-Jan-19	19-001	Project Sycamore	9000 Haggerty Road	Recommendation site plan variance to BZA	Approved
13-Feb-19	19-003	Phantom Fireworks	2095 Rawsonville Road	Temporary Land Use	Approved
13-Feb-19	19-004	Cobblestone Creek Additional Elevation	South side of W. Huron River Drive between Rawsonville and Elwell Roads	Site Plan Amendment	Approved
13-Feb-19	N/A	Fence standards zoning ordinance text amendments	N/A	Public Hearing	N/A
13-Feb-19	N/A	Fence standards zoning ordinance text amendments	N/A	Recommend to Township Board	Approved
13-Mar-19	19-001	Project Sycamore	9000 Haggerty Road	Preliminary Site Plan	Approved
27-Mar-19	19-006	Rezoning 13440 Martinsville (M-1 - to - R1-B)	13440 Martinsville Road	Public Hearing	N/A
27-Mar-19	19-006	Rezoning 13440 Martinsville (M-1 - to - R1-B)	13440 Martinsville Road	Recommend Rezoning to Township Board	Approved
27-Mar-19	19-007	Rezoning 13510 Martinsville (M-1 - to - R1-B)	13510 Martinsville Road	Public Hearing	N/A
27-Mar-19	19-007	Rezoning 13510 Martinsville (M-1 - to - R1-B)	13510 Martinsville Road	Recommend Rezoning to Township Board	Approved
27-Mar-19	19-008	TNT Fireworks	10562 Belleville Road	Temporary Land Use	Postponed
27-Mar-19	19-009	DTE Lighting Display	8001 Haggerty Road	Site Plan Amendment	Approved
27-Mar-19	19-012	Quirk Park Splash Pad	46270 Ayers Avenue	Site Plan Amendment	Approved
10-Apr-19	19-001	Project Sycamore	9000 Haggerty Road	Final Site Plan	Approved
10-Apr-19	19-008	TNT Fireworks	10562 Belleville Road	Temporary Land Use	Approved
10-Apr-19	19-010	Bayshore Staircase	Township owned property adjacent to Bayshore Condominiums	Site Plan	Approved
10-Apr-19	19-015	Upland Homes - Elevations	East side of Martinsville Road, north of Salvage Road	Site Plan Amendment	Postponed
24-Apr-19	17-030	Ashley Capital Crossroads North	Northwestern Intersection of Ecorse Road and Haggerty Road	Public Hearing	N/A

2019 Planning Commission Activities

Meeting Date	Case #	Project Name	Location	Action Type	Action
24-Apr-19	17-030	Ashley Capital Crossroads North	Northwestern Intersection of Ecorse Road and Haggerty Road	Preliminary Site Plan	Approved
24-Apr-19	17-030	Ashley Capital Crossroads North	Northwestern Intersection of Ecorse Road and Haggerty Road	Special Land Use Request	Approved
24-Apr-19	19-014	Rezoning 1123 Savage Road (M-1 - to - R1-B)	1123 Savage Road	Public Hearing	N/A
24-Apr-19	19-014	Rezoning 1123 Savage Road (M-1 - to - R1-B)	1123 Savage Road	Recommend Rezoning to Township Board	Approved
24-Apr-19	19-015	Upland Homes - Elevations	East side of Martinsville Road, north of Salvage Road	Site Plan Amendment	Approved
8-May-19	18-036	US Signals Data Center	9275 Haggerty Road	Final Site Plan	Approved
22-May-19	19-019	Rezoning 13414 Martinsville (M-1 - to - R1-B)	13414 Martinsville Road	Public Hearing	N/A
22-May-19	19-019	Rezoning 13414 Martinsville (M-1 - to - R1-B)	13414 Martinsville Road	Recommend Rezoning to Township Board	Approved
12-Jun-19	17-030	Ashley Capital Crossroads North	Northwestern Intersection of Ecorse Road and Haggerty	Final Site Plan	Approved
12-Jun-19	19-020	Rezoning 41620 Huron River Drive	41620 E. Huron River Drive	Master Plan Amendment Intent to Plan established	Approved
12-Jun-19	19-022	Townsend Park Site Plan Amendment	East side of Morton Taylor Road, north of Ecorse Road	Site Plan Amendment	Postponed
26-Jun-19	19-022	Townsend Park Site Plan Amendment	East side of Morton Taylor Road, north of Ecorse Road	Site Plan Amendment	Approved
26-Jun-19	19-023	19-023 - Atchinson Ford Parking TLU	8705 Belleville Road	Temporary Land Use	Approved
10-Jul-19	19-013	River of Life Addition	870 Savage Road	Public Hearing	N/A
10-Jul-19	19-013	River of Life Addition	870 Savage Road	Preliminary Site Plan	Approved
10-Jul-19	19-013	River of Life Addition	870 Savage Road	Special Land Use Request	Approved
10-Jul-19	19-020	Rezoning 41620 Huron River Drive	41620 E. Huron River Drive	Adopt Amendment and Re	Approved
10-Jul-19	19-025	Percy Temporary Parking	5905 Belleville Road	Temporary Land Use	Approved
24-Jul-19	N/A	Senior housing development land use addition zoning ordinance text amendment	N/A	Public Hearing	N/A
24-Jul-19	N/A	Senior housing development land use addition zoning ordinance text amendment	N/A	Recommend to Township Board	Approved
24-Jul-19	N/A	Lakefront lot setback change zoning ordinance text amendment	N/A	Recommend to set public hearing	Approved

2019 Planning Commission Activities

Meeting Date	Case #	Project Name	Location	Action Type	Action
28-Aug-19	N/A	Lakefront lot setback change zoning ordinance text amendment	N/A	Public Hearing	N/A
28-Aug-19	N/A	Lakefront lot setback change zoning ordinance text amendment	N/A	Recommend to Township Board	Approved
25-Sep-19	19-020	Rezoning 41620 Huron River Drive	41620 E. Huron River Drive	Master Plan Amendment: Recommend to set public hearing	Approved
25-Sep-19	19-028	Martinsville-Savage Admin Rezoning (M-1 - to - R1-B)	791 Savage Road and 13720 Martinsville	Public Hearing	N/A
25-Sep-19	19-028	Martinsville-Savage Admin Rezoning (M-1 - to - R1-B)	791 Savage Road and 13720 Martinsville	Recommend Rezoning to Township Board	Approved
25-Sep-19	19-029	DTE ASOC Rezoning (C-1 - to - M-1)	8001 Haggerty Road	Public Hearing	N/A
25-Sep-19	19-029	DTE ASOC Rezoning (C-1 - to - M-1)	8001 Haggerty Road	Recommend Rezoning to Township Board	Approved
23-Oct-19	19-020	Rezoning 41620 Huron River Drive	41620 E. Huron River Drive	Public Hearing	N/A
23-Oct-19	19-020	Rezoning 41620 Huron River Drive	41620 E. Huron River Drive	Master Plan Amendment	Approved
23-Oct-19	19-030	DTE ASOC New Building	8001 Haggerty Road	Preliminary Site Plan	Approved
23-Oct-19	19-033	Townsend Park - Additional Elevations	East side of Morton Taylor Road, north of Ecorse Road	Site Plan Amendment	Approved
23-Oct-19	19-034	Country Walk - Additional Elevations	East side of Martinsville Road, North of Savage Road	Site Plan Amendment	Approved
23-Oct-19	19-016	Ashley Capital Crossroads South Rezoning (ITC (RM - to - M-1)	ITC Corridor through Ashley Crossroads South Development	Public Hearing	N/A
13-Nov-19	19-016	Ashley Capital Crossroads South Rezoning (ITC (R1-B - to - M-1)	ITC Corridor through Ashley Crossroads South Development	Public Hearing	N/A
13-Nov-19	19-016	Ashley Capital Crossroads South Rezoning (ITC (R1-B - to - M-1)	ITC Corridor through Ashley Crossroads South Development	Recommend Rezoning to Township Board	Approved
13-Nov-19	19-031	AD Transport Addition	45101 Yost Road	Preliminary Site Plan	Approved
11-Dec-19	19-029	DTE ASOC Rezoning (C-1 - to - M-1)	8001 Haggerty Road	Public Hearing	N/A
11-Dec-19	19-029	DTE ASOC Rezoning (C-1 - to - M-1)	8001 Haggerty Road	Recommend Rezoning to Township Board	Approved



VAN BUREN
CHARTER TOWNSHIP

VAN BUREN TOWNSHIP PLANNING COMMISSION

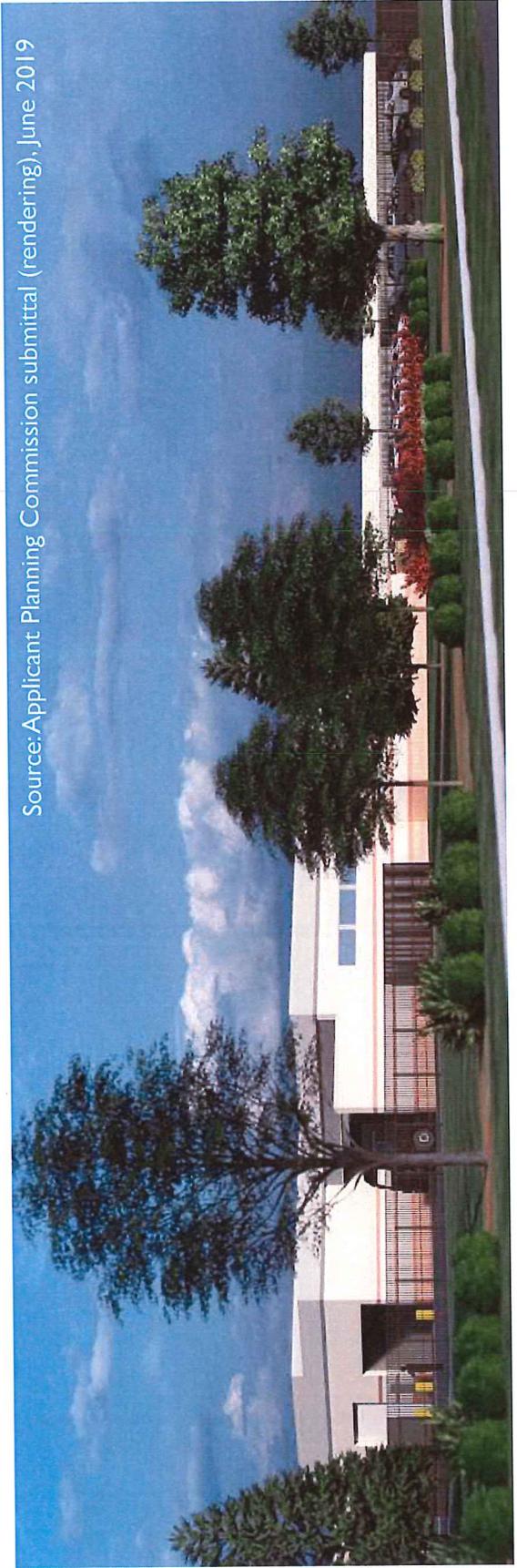
OVERVIEW OF 2019 ACTIVITIES



VAN BUREN
CHARTER TOWNSHIP

SIX (6) PRELIMINARY SITE PLAN APPROVALS

23-Jan-19	18-036 US Signals Data Center	9275 Haggerty Road	Preliminary Site Plan	Approved
13-Mar-19	19-001 Project Sycamore	9000 Haggerty Road	Preliminary Site Plan	Approved
24-Apr-19	17-030 Ashley Capital Crossroads North	Northwestern Intersection of Ecorse Road and Haggerty Road	Preliminary Site Plan	Approved
10-Jul-19	19-013 River of Life Addition	870 Savage Road	Preliminary Site Plan	Approved
23-Oct-19	19-030 DTE ASOC New Building	8001 Haggerty Road	Preliminary Site Plan	Approved
13-Nov-19	19-031 AD Transport Addition	45101 Yost Road	Preliminary Site Plan	Approved



Source: Applicant Planning Commission submittal (rendering), June 2019



VAN BUREN
CHARTER TOWNSHIP

FOUR (4) FINAL SITE PLAN APPROVALS

23-Jan-19	18-035 Costco Depot Expansion	5860 Belleville Road	Final Site Plan	Approved
10-Apr-19	19-001 Project Sycamore	9000 Haggerty Road	Final Site Plan	Approved
8-May-19	18-036 US Signals Data Center	9275 Haggerty Road	Final Site Plan	Approved
12-Jun-19	17-030 Ashley Capital Crossroads North	Northwestern Intersection of Ecorse Road and Haggerty Road	Final Site Plan	Approved



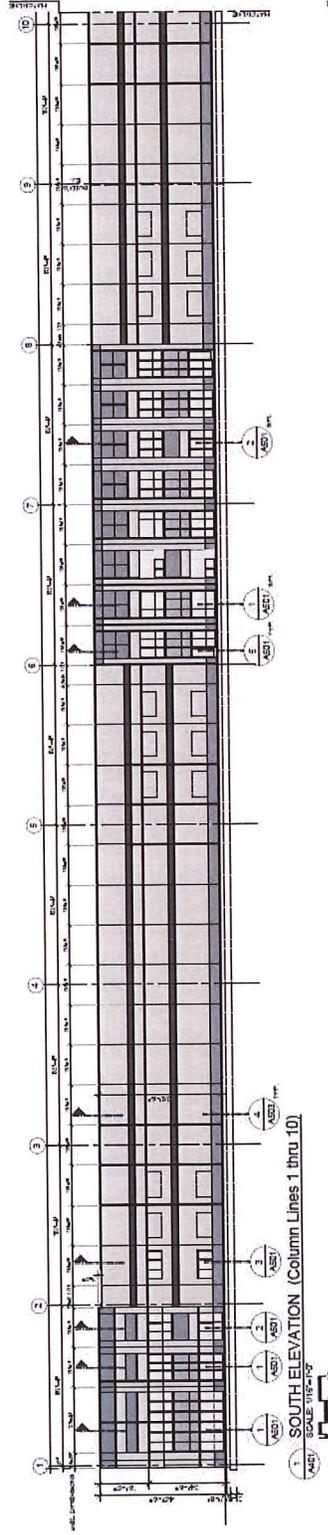
Source: Field photo, February 2020



VAN BUREN
CHARTER TOWNSHIP

TWO (2) SPECIAL LAND USE APPROVALS

24-Apr-19	17-030	Ashley Capital Crossroads North	Northwestern Intersection of Ecorse Road and Haggerty Road	Special Land Use Request	Approved
10-Jul-19	19-013	River of Life Addition	870 Savage Road	Special Land Use Request	Approved



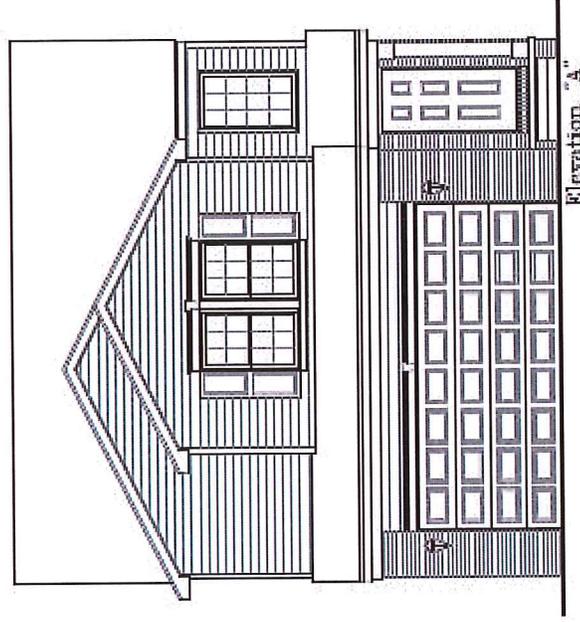
Source: Applicant submittal, (architectural elevation), January 2020



VAN BUREN
CHARTER TOWNSHIP

SEVEN (7) SITE PLAN AMENDMENTS

13-Feb-19	19-004	Cobblestone Creek Additional Elevation	South side of W. Huron River Drive between Rawsonville and Elwell Roads	Site Plan Amendment	Approved
27-Mar-19	19-009	DTE Lighting Display	8001 Haggerty Road	Site Plan Amendment	Approved
27-Mar-19	19-012	Quirk Park Splash Pad	46270 Ayers Avenue	Site Plan Amendment	Approved
10-Apr-19	19-015	Upland Homes - Elevations	East side of Martinsville Road, north of Salvage Road	Site Plan Amendment	Postponed
24-Apr-19	19-015	Upland Homes - Elevations	East side of Martinsville Road, north of Salvage Road	Site Plan Amendment	Approved
12-Jun-19	19-022	Townsend Park Site Plan Amendment	East side of Morton Taylor Road, north of Ecorse Road	Site Plan Amendment	Postponed
26-Jun-19	19-022	Townsend Park Site Plan Amendment	East side of Morton Taylor Road, north of Ecorse Road	Site Plan Amendment	Approved
23-Oct-19	19-033	Townsend Park - Additional Elevations	East side of Morton Taylor Road, north of Ecorse Road	Site Plan Amendment	Approved
23-Oct-19	19-034	Country Walk - Additional Elevations	East side of Martinsville Road, North of Salvage Road	Site Plan Amendment	Approved



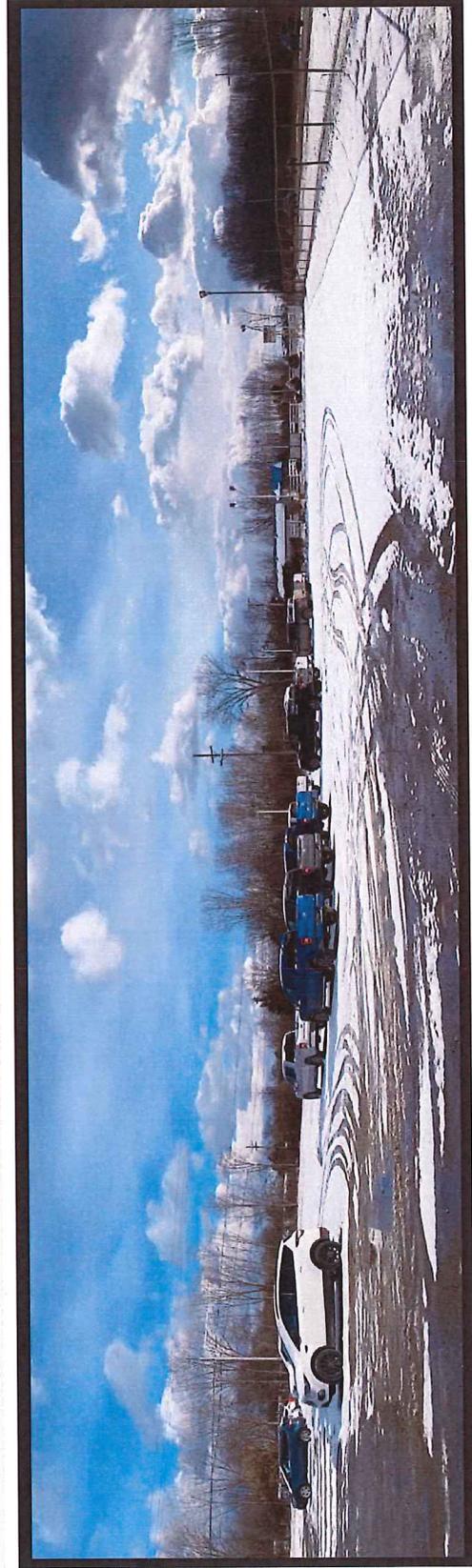
Source: Applicant submittal, (rendering), June 2019



VAN BUREN
CHARTER TOWNSHIP

FIVE (5) TEMPORARY LAND USE APPROVALS

23-Jan-19	18-039	The Real McCoy BBQ	39431 E. Huron River Drive	Temporary Land Use	Approved
13-Feb-19	19-003	Phantom Fireworks	2095 Rawsonville Road	Temporary Land Use	Approved
27-Mar-19	19-008	TNT Fireworks	10562 Belleville Road	Temporary Land Use	Postponed
10-Apr-19	19-008	TNT Fireworks	10562 Belleville Road	Temporary Land Use	Approved
26-Jun-19	19-023	Atchinson Ford Parking TLU	8705 Belleville Road	Temporary Land Use	Approved
10-Jul-19	19-025	Percy Temporary Parking	5905 Belleville Road	Temporary Land Use	Approved





VAN BUREN
CHARTER TOWNSHIP

EIGHT (8) REZONING RECOMMENDATIONS

27-Mar-19	19-006 Rezoning 13440 Martinsville (M-1 - to - R1-B)	13440 Martinsville Road	Recommend Rezoning to Township Board	Approved
27-Mar-19	19-007 Rezoning 13510 Martinsville (M-1 - to - R1-B)	13510 Martinsville Road	Recommend Rezoning to Township Board	Approved
24-Apr-19	19-014 Rezoning 1123 Savage Road (M-1 - to - R1-B)	1123 Savage Road	Recommend Rezoning to Township Board	Approved
22-May-19	19-019 Rezoning 13414 Martinsville (M-1 - to - R1-B)	13414 Martinsville Road	Recommend Rezoning to Township Board	Approved
25-Sep-19	19-028 Martinsville-Savage Admin Rezoning (M-1 - to - R1-B)	791 Savage Road and 13720 Martinsville	Recommend Rezoning to Township Board	Approved
25-Sep-19	19-029 DTE ASOC Rezoning (C-1 - to - M-1)	8001 Haggerty Road	Recommend Rezoning to Township Board	Approved, but later reviewed
13-Nov-19	19-016 Ashley Capital Crossroads South Rezoning ITC ITC Corridor through Ashley Crossroads (R1-B - to - M-1)	South Development	Recommend Rezoning to Township Board	Approved
11-Dec-19	19-029 DTE ASOC Rezoning (C-1 - to - M-1)	8001 Haggerty Road	Recommend Rezoning to Township Board	Approved





VAN BUREN
CHARTER TOWNSHIP

THREE (3) ZONING TEXT AMENDMENT RECOMMENDATIONS

13-Feb-19	N/A	Fence standards zoning ordinance text amendments	N/A	Recommend to Township Board	Approved
24-Jul-19	N/A	Senior housing development land use addition zoning ordinance text amendment	N/A	Recommend to Township Board	Approved
28-Aug-19	N/A	Lakefront lot setback change zoning ordinance text amendment	N/A	Recommend to Township Board	Approved

Section 3.106 R-1A, R-2A, R-1B and R-1C Single-Family Residential Districts, Sub-section (D) Dimensional Regulations, add footnote (X) in parentheses next to minimum setbacks for R-1B and R-1C as follows

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

Charter Township of Van Buren

Agenda Item: 3

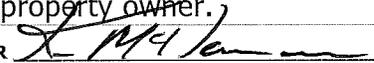
REQUEST FOR BOARD ACTION

Work Study Date: 03/02/2020
Board Meeting: 03/03/2020

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

ITEM (SUBJECT)	Granting approval of the Stormwater Maintenance Agreement and Board Resolution with Subaru Research and Development, Inc., at 50255 Michigan Avenue in Van Buren Township, Michigan 48111
DEPARTMENT	Planning
PRESENTER	Matthew R. Best, Director of Public Services
PHONE NUMBER	(734) 699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Elizabeth Renaud, Executive Assistant to the Public Services Director

Agenda topic

ACTION REQUESTED	Granting approval of the Stormwater Maintenance Agreement And Board Resolution with Subaru Research and Development, Inc., at 50255 Michigan Avenue in Van Buren Township, Michigan 48111, and authorize the Supervisor and the Clerk or their designees to sign the permit, stormwater maintenance agreement and resolution 2020-07.
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	This agreement designates that the property owner will be responsible for and maintain the stormwater facilities on the property at 50255 Michigan Avenue.
BUDGET IMPLICATION	None
IMPLEMENTATION NEXT STEP	Supervisor or his designee to sign Agreement.
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	N/A
ATTORNEY RECOMMENDATION	The document was reviewed by the Township Attorney. (May be subject to Attorney/Client Privilege and not available under FOIA)
ADDITIONAL REMARKS	This is the standard agreement between Van Buren Township and a property owner.
APPROVAL OF SUPERVISOR	

RESOLUTION 2020-07

CHARTER TOWNSHIP OF VAN BUREN
TOWNSHIP BOARD

LONG TERM MAINTENANCE OF STORM WATER MANAGEMENT SYSTEM
FOR SUBARU RESEARCH & DEVELOPMENT, INC.

At a Regular Meeting of the Charter Township of Van Buren Board of Trustees on March 3rd, 2020, the following resolution was offered.

WHEREAS, chapter 7 of the Wayne County Storm Water Management Ordinance (“Wayne County Ordinance”), requires storm water management systems to be maintained in perpetuity to ensure that the systems function properly as designed; and,

WHEREAS, Rule 1001 of the Wayne County Storm Water Management Administrative Rules (“Administrative Rules”) requires applicants for storm water construction approval to submit long term maintenance plans as part of an application for storm water construction approval; and,

WHEREAS, Subaru Research & Development, Inc., (“Developer”), as property owner, has applied to the Wayne County Department of Public Services for a storm water construction approval with respect to a project named Subaru Research and Development Site (“Project”) located at 50255 Michigan Avenue, in Van Buren Township, Wayne County, Michigan; and,

WHEREAS, Developer's application for storm water construction approval has been assigned permit review number R-18-439; and permit number M-50921; and,

WHEREAS, Developer submitted a plan to the County and the Township ("Plan") for long term maintenance of the storm water management system at the Project pursuant to Rule 801, which Plan has been tentatively approved by the County pending issuance of this resolution; and,

WHEREAS, the Plan has been reviewed and approved by the Township engineer and Planning Commission, in accordance with the development of the Project, located at 50255 Michigan Avenue, in Van Buren Township, Wayne County, Michigan (parcel V125-83-021-99-0001-704) in Van Buren Township by the Developer, a Michigan company, whose address is 3995 Research Park Drive, Ann Arbor, Michigan 48108; and,

WHEREAS, the Township has agreed to assume jurisdiction and accept responsibility for long term maintenance of the storm water management system at the Project in perpetuity, in the event the Developer does not maintain the storm water Plan for the Project; subject, however, to the storm water management system maintenance and repair agreement ("Agreement") between the Township and Developer as authorized by Rule 1002 by which the Developer shall undertake this responsibility, and provided further the said acceptance of

jurisdiction and maintenance excludes all storm water related structures in Wayne County's rights of ways associated with or part of the Project by the Developer on a parcel of land known as 50255 Michigan Avenue in Van Buren, Michigan 48111 (parcel V125-83-021-99-0001-704.)

NOW THEREFORE BE IT RESOLVED, that the Charter Township of Van Buren, subject to the Rule 1002 Agreement, assumes jurisdiction over and accepts responsibility for long term maintenance of the storm water management system at the Project pursuant to the Wayne County Ordinance, the Administrative Rules, the Plan, and the storm water construction approval issued by Wayne County;

BE IT FURTHER RESOLVED, that the Supervisor and/or Clerk be and hereby are authorized to execute a Wayne County storm drainage maintenance permit number M-50921 on behalf of the Charter Township of Van Buren in connection with the Project by the Developer on a parcel of land known as 50255 Michigan Avenue (parcel V125-83-021-99-0001-704) in Van Buren Township.

BE IT FURTHER RESOLVED, that the Supervisor and Clerk be and hereby are authorized to execute a Storm Water Management System Maintenance & Repair Agreement with the Developer for the Project to require Developer to assume all costs for maintenance and operation of storm sewer

facilities outside of the Wayne County rights of ways associated with or part of the Project by the Developer as owner of the property in Van Buren Township.

AYES:

NAYS:

ABSENT:

I, Leon Wright, Clerk of the Charter Township of Van Buren, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Charter Township of Van Buren Board of Trustees, at a regular meeting held on this _____ day of March 2020.

Leon Wright, CMC

Clerk, Charter Township of Van Buren

STORM WATER MANAGEMENT SYSTEM MAINTENANCE AND REPAIR AGREEMENT

This Storm Water Management System Maintenance and Repair Agreement (“AGREEMENT”) made and entered into as of _____, 2020 by and among the CHARTER TOWNSHIP OF VAN BUREN, a municipal corporation, with principal offices located at 46425 Tyler Rd, Van Buren Township, MI 48111, hereafter referred to as the “TOWNSHIP”; and SUBARU RESEARCH & DEVELOPMENT, INC., a Michigan company, whose principal office is located at 3995 Research Park Drive, Ann Arbor, MI 48108, hereafter referred to as “OWNER”.

WITNESSETH:

WHEREAS, The OWNER owns a certain real property located at 50255 Michigan Avenue, in Van Buren Township, Wayne County, Michigan and described in the legal Description attached as Exhibit A; and

WHEREAS, The OWNER proposes to develop the property described on Exhibit A as a manufacturing facility and in connection therewith has submitted a storm Water management system plan to Wayne County and the Township (“Plan”); and

WHEREAS, Wayne County requires that the construction, maintenance and repair responsibilities for any proposed storm water management system to be constructed in Van Buren Township, including the storm water management system to be constructed within the proposed manufacturing facility property as part of the construction and development of the manufacturing facility and connected to the Wayne County storm water management system, be accepted by Van Buren Township; and

WHEREAS, the TOWNSHIP has adopted a resolution as required by the Wayne County Office of Public Services to assume jurisdiction of said on-site storm Water management system, said jurisdiction having been assumed by the TOWNSHIP at the request of and benefit for the OWNER in order to complete construction of the propped manufacturing facility and accommodate the OWNER and all future owners of the property and/or manufacturing facility; and

WHEREAS, the OWNER wished to outlet storm drainage from the proposed manufacturing facility property through connection(s) within the property described in Exhibit A, the connection being made by owner as shown on Exhibit A. As shown Exhibit A, attached hereto and made a part hereof by Reference, the open ditch connection are hereinafter referred to as the "CONNECTIONS" and the proposed storm water management system to be Contracted as per of the proposed manufacturing facility and which will access via the CONNECTION is hereinafter referred to as the "FACILITY", and

WHEREAS, the TOWNSHIP has received permit number M-50921 ("Permit") Attached as Exhibit C issued by Wayne County authorizing the construction operation and maintenance of the OWNER's Plan, CONNECTIONS and FACILITY; and

WHEREAS, the TOWNSHIP and OWNER desire to transfer the responsibilities of the Permit from the TOWNSHIP to the OWNER, or OWNER's successors and assigns, and confirm the terms and conditions of said transfer of responsibilities by this Agreement.

NOW THEREFORE, in consideration of the premises the foregoing recitals fully incorporated into this Agreement and undertakings of the parties set forth in this AGREEMENT, the parties agree as follows:

1. The OWNER shall be responsible for and shall pay all costs related to the construction, operation, maintenance and repair of the FACILITY. The OWNER shall be responsible for all subsequent liabilities and costs for the maintenance, operation, repair and replacement of the FACILITY. The OWNER shall be fully, completely and unconditionally responsible for, shall assume all TOWNSHIP obligations under the Permit and shall pay all costs related to performing the requirements of the Permit and Plan
2. The TOWNSHIP may enter upon the OWNER's property upon reasonable notice for the purposes of inspecting, repairing and maintaining said storm drainage system and private sewer pipe, in which event the OWNER agrees to pay to the TOWNSHIP all charges and expenses incurred thereon. In the event that the OWNER shall, at any time, fail to carry out the responsibilities specified within This Agreement, and/or I the event of a failure to preserve and/or maintain the FACILITY in reasonable order and condition. TOWNSHIP may serve written notice upon the Owner setting forth the deficiencies in maintenance and/or preservation along with a demand that the deficiencies be cured within a stated reasonable time period and, if not cured, TOWNSHIP shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter the Property and perform such obligation or take such corrective measures as reasonably found by the TOWNSHIP to be appropriate or necessary. The cost and expense of making and financing such actions by the TOWNSHIP, including notices by the TOWNSHIP and actual legal fees incurred by the TOWNSHIP, plus and administrative fee in an amount not to exceed twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by OWNER within thirty (30) days of a billing to the OWNER. All unpaid amounts may be

placed on the delinquent tax roll of the TOWNSHIP and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the TOWNSHIP, such costs and expenses may be collected by suit initiated against the OWNER and in such event; the OWNER shall pay all court costs and actual attorney fees incurred by the TOWNSHIP in connection with such suit.

3. The CONNECTIONS shall be designed to restrict its storm water flow capacity to the amount shown on Exhibit A within the FACILITY for the purpose of draining the proposed manufacturing facility in the manner described on Exhibit A.
4. The TOWNSHIP shall assign to the OWNER, its successors and assigns, the revocable Permit executed between the TOWNSHIP and WAYNE COUNTY OFFICE OF PUBLIC SERVICES authorizing the CONNECTIONS, as shown on Exhibit A, and the OWNER and their successors or assigns shall be bound by said revocable Permit and the conditions of the Storm Water Discharge Permit issued by the Wayne County Department of Public Service and the Storm Sewer Maintenance Schedule as described on the Exhibit "B" of this AGREEMENT.
5. In the event that operation, maintenance or repair of the FACILITY within the manufacturing facility becomes necessary, in the opinion of the regulating agencies, and the OWNER or their successors or assigns do not undertake the operation, maintenance or repair of the FACILITY within sixty (60) days after written notice from the regulating agencies, then the OWNER or their successors or assigns shall become responsible for any and all costs to the TOWNSHIP for operation, maintenance or repair of the FACILITY, which costs shall be borne by the OWNER or their successors or assigns.
6. If in the future, Wayne County or any other public agency imposes higher or additional standards or requirements, those additional standards or requirements shall be deemed to automatically become part of the Maintenance and Repair Obligations of OWNER. It is the intention of the parties that all costs associated with or attributable to the Storm Water Maintenance FACILITY will at all time be paid by the OWNER as OWNER'S sole responsibility cost and expense.
7. The OWNER shall defend, indemnify and save harmless the TOWNSHIP, its employees, agents, servants and elected officials, from any claims, costs, demands, actions, injuries, expenses, attorney fees and damages of any kind or nature whatsoever, fixed or contingent, known or unknown, which occur to property, flooding of lands, personal injury or diminutions arising out of or in any way connected with the design, construction, ownership, inspection, maintenance, repair, operation (or omission in such regard) or use of the FACILITY or CONNECTIONS or the use of the Wayne County storm water management system to drain the FACILITY or the CONNECTIONS, which arise out of carrying storm drainage from the manufacturing facility into the flooding of the manufacturing facility or diminution in the use of the CONNECTIONS, or failure of the OWNER to comply with the requirements of the Permit or Plan or any other obligations of this Agreement.

8. This AGREEMENT shall continue in force for as long as the TOWNSHIP s obligated to WAYNE COUNTY OFFICE OF PUBLIC SERVICES, and shall run with the land. Further, this AGREEMENT shall be binding on the parties and their respective successors and assigns.
9. The OWNER shall record this AGREEMENT with the Wayne County Register of Deed, as agreement with respect to the retail facility to ensure that this AGREEENT shall be binding on the parties, and their successors and assignees in interest until such a time as is described in paragraph 8 above. The OWNER, within thirty (30) days of this AGREEMENT, shall provide the recording at the Wayne County Register of Deeds. Should the OWNER fail to timely record this Agreement, the TOWNSHIP may record the Agreement and the Owner shall pay the costs associated therewith.
10. Failure of the OWNER to timely pay to the TOWNSHIP any amounts due under this Agreement such amounts may be placed on the delinquent tax roll of the TOWNSHP and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes.
11. In accordance with 1976 PA 453, the parties hereto covenant not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion national origin, age, ex, height, weight, or marital status, and to require a similar covenant on the part of any subcontractor employed in the performance of this AGREEMENT.

(Signatures on the following page)

TOWNSHIP:
CHARTER TOWNSHIP OF VAN BUREN,
A Michigan Body Public

By: _____
Kevin McNamara, Supervisor

By: _____
Leon Wright, Clerk, CMC

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this ___ day of ____, 2020, by Kevin McNamara and Leon Wright, the Supervisor and Clerk, respectively, of the Charter Township of Van Buren, a Michigan body public, on behalf of said body.

Notary Public, Wayne County, Michigan

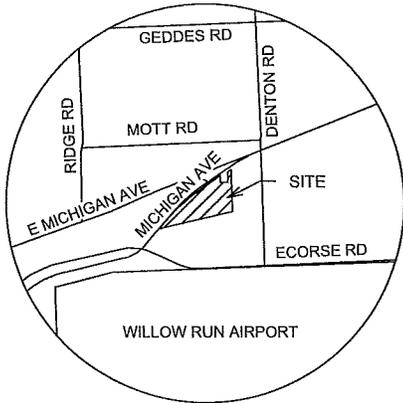
My commission expires: _____

DRAFTED BY AND WHEN
RECORDED RETURN TO:

Clerk's Office
Attn: Leon Wright, Clerk
Charter Township of Van Buren
46425 Tyler Road
Belleville, MI 48111

EXHIBIT "A"

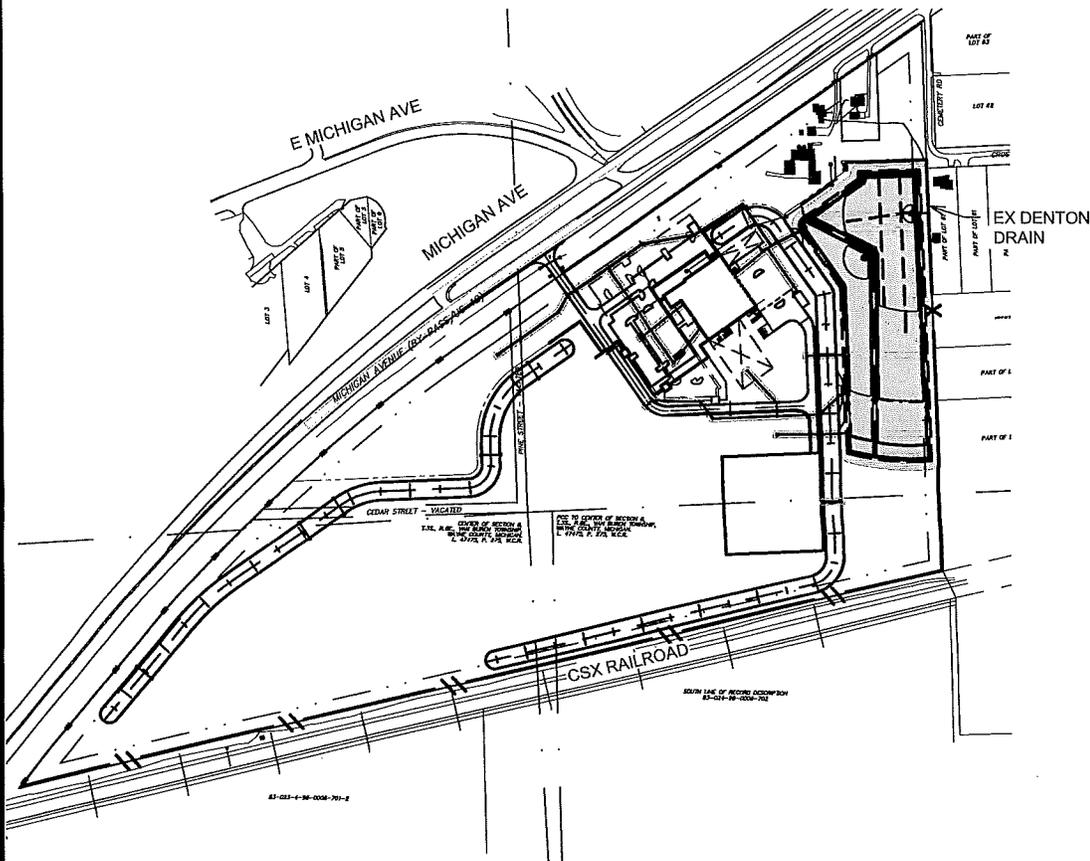
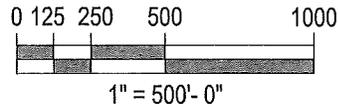
PHYSICAL LIMITS OF STORM WATER MANAGEMENT SYSTEM



LEGEND



VAN BUREN TOWNSHIP
MAINTENANCE RESPONSIBILITY



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PROPERTY INFORMATION:
Subaru R & D Site
50255 Michigan Avenue
Van Buren Township, MI 48111

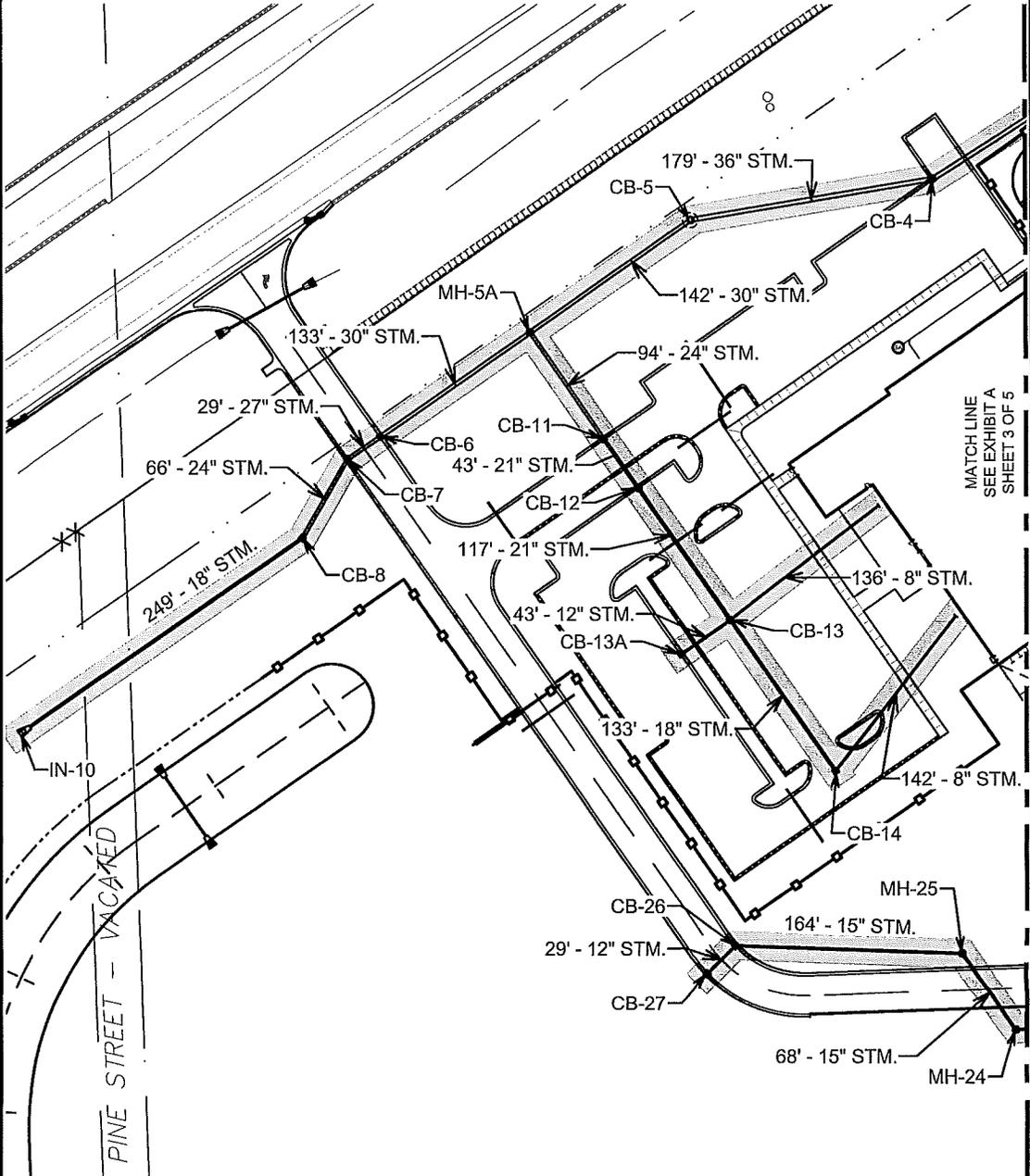
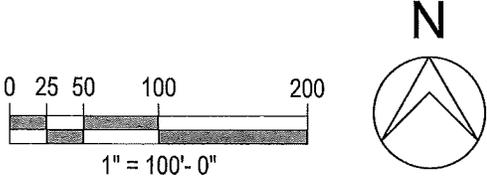
PROPERTY OWNER:
Subaru Research & Development, Inc.
3995 Research Park Drive
Ann Arbor, MI 48108
Contact: Michael Gillum (Coordinator)
Phone: (734) 623-0075

ENGINEER:
Hubbell, Roth & Clark, Inc.
555 Hulet Drive
Bloomfield Hills, MI 48302
Phone: (248) 454-6300
Fax: (248) 454-6312

DATE: 09/21/2018
JOB No. 20170986
SCALE: 1" = 500'
SHEET 1 OF 4

EXHIBIT "A" (cont)

PHYSICAL LIMITS OF STORM WATER MANAGEMENT SYSTEM



LEGEND

 VAN BUREN TOWNSHIP
MAINTENANCE RESPONSIBILITY

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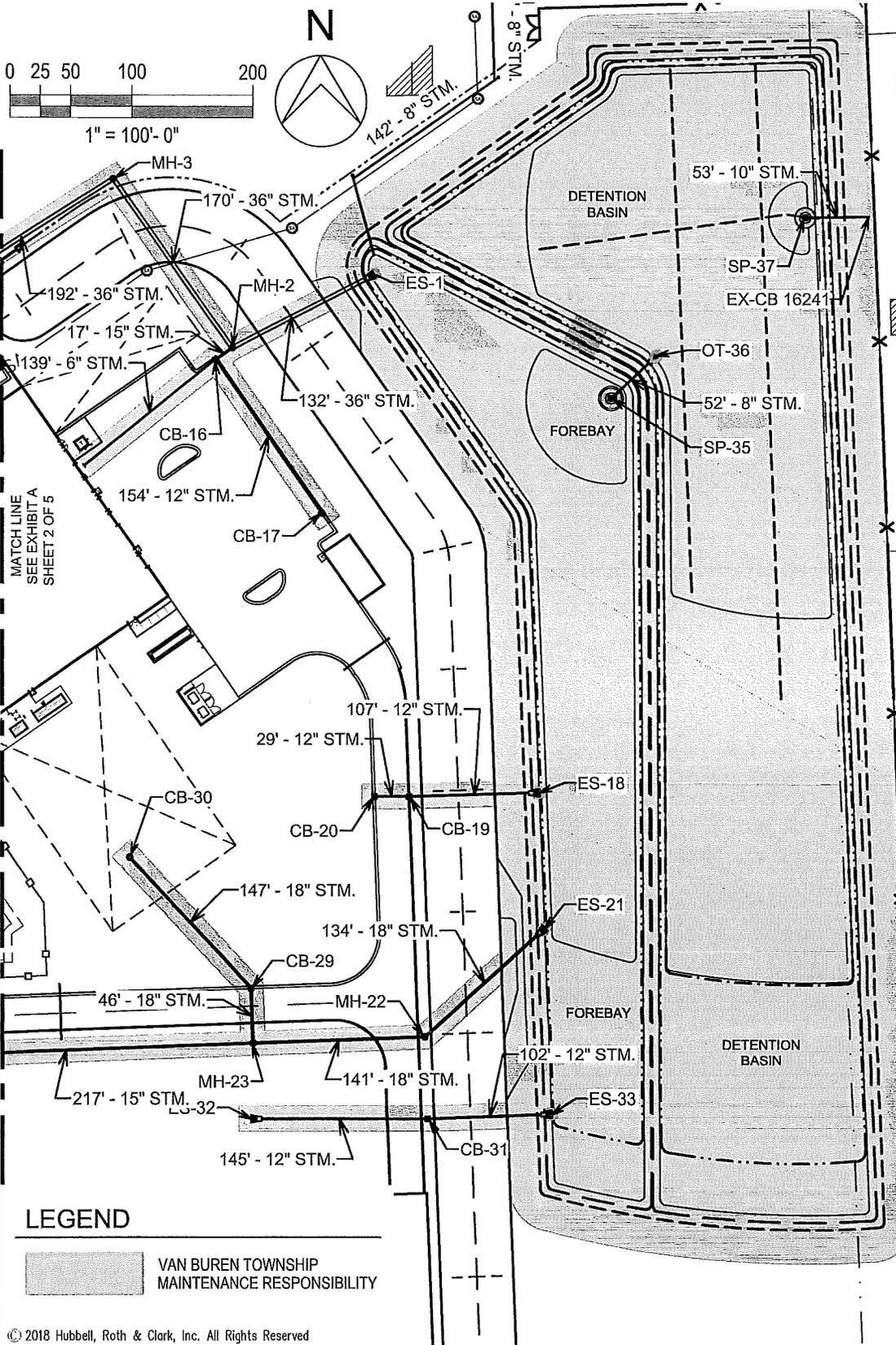
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Fax: (248) 454-6312

DATE: 09/21/2018
JOB No. 20170986
SCALE: 1" = 100'
SHEET 2 OF 4

EXHIBIT "A" (cont)

PHYSICAL LIMITS OF STORM WATER MANAGEMENT SYSTEM



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PROPERTY INFORMATION:

Subaru R & D Site
50255 Michigan Avenue
Van Buren Township, MI 48111

PROPERTY OWNER:

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3995 Research Park Drive
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Contact: Michael Gillum (Coordinator)
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Phone: (248) 454-6300
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DATE: 09/21/2018

JOB No. 20170986

SCALE: 1" = 100'

SHEET 3 OF 4

EXHIBIT "A" (cont)

LEGAL DESCRIPTION OF PROPERTY

Part of Section 6, T.3S., R.8E, Township of Van Buren, Wayne County, Michigan, and part of Lots 3 thru 8 inclusive, of "Denton Farms" subdivision of part of the Northwest 1/4 of Section 6, T.3S., R.8E, Township of Van Buren, Wayne County, Michigan, as recorded in Liber 40 of Plats, Page 4, Wayne County Records, All described as: Commencing at the North 1/4 of said Section 6 as remonumented and recorded in Liber 45095, Page 37, Wayne County records; thence North 03 Degrees 23 Minutes 00" Seconds West 5.26 feet to a property controlling corner as recorded in Liber 45095, Page 37, Wayne County Records; thence along the North and South 1/4 line of said Section 6, South 03 Degrees 23 Minutes 00 Seconds East 2,185.56 feet to a point on the Southerly right of way line of Michigan Avenue (By-Pass, variable right of way width) and a point on the East line of said "Denton Farms" for a Point of Beginning; thence North 53 Degrees 55 Minutes 03 Seconds East 1,315.64 feet along said Southerly right of way line; thence South 03 Degrees 07 Minutes 06 Seconds East 205.16 feet calculated (South 01 Degrees 06 Minutes 30 Seconds East 205.37 feet record); thence North 86 Degrees 52 Minutes 54 Seconds East 125.00 feet calculated (North 88 Degrees 53 Minutes 30 Seconds East 125.00 record); thence North 03 Degrees 07 Minutes 06 Seconds West 286.23 feet calculated (North 01 Degrees 06 Minutes 30 Seconds West 286.53 feet record) to a point on said Southerly right of way line; thence North 53 Degrees 55 Minutes 03 Seconds East 185.93 feet along said Southerly right of way line to a point on the West right of way line of Cemetery Road (33 foot wide right of way) in "Supervisor's Van Buren Plat No. 2" of part of the East 1/4 of Section 6, T.3S., R.8E., Van Buren Township, Wayne County, Michigan, as recorded in Liber 67 of Plats, Page 51, Wayne County Records; thence South 03 Degrees 07 Minutes 06 Seconds East 488.75 feet along said West right of way line to the Northwest corner of Lot 61 of said "Supervisor's Van Buren Plat No. 2"; thence South 03 Degrees 23 Minutes 06 Seconds East 1,353.15 feet along the West line said "Supervisor's Van Buren Plat No. 2" to the Southwest corner of Lot 52 of said "Supervisor's Van Buren Plat No. 2" and a point on the Northerly line of the M.C.R.R. right of way; thence South 75 Degrees 38 Minutes 49 Seconds West 3,187.07 feet along said Northerly right of way line to a point on Southerly right of way line of said Michigan Avenue; thence North 38 Degrees 08 Minutes 18 Seconds East 576.34 feet along said Southerly right of way line; thence along a curve to the right 1,550.38 feet on said Southerly right of way line, said curve having a radius of 5629.65 feet, and a chord bearing North 46 Degrees 01 Minutes 41 Seconds East 1545.49 feet; thence North 53 Degrees 55 Minutes 03 Seconds East 221.48 feet long said Southerly right of way line to the Point of Beginning. Including that part of vacated Justine Street (platted as Pine Street) and Cedar Street of said "Denton Farms" lying Southeasterly of Michigan Avenue, as recorded in Liber 54586, Page 618, Wayne County Records.

Said description contains 3,309,909 square feet, or 75.98 acres, more or less.

Basis of bearings "Denton Farms" as recorded in Liber 40 of Plats, Page 4, Wayne County Records.

Tax Parcel ID No.: 83-021-99-0001-000
Tax Parcel ID No.: 83-022-01-0003-004, part of Lot 3
Tax Parcel ID No.: 83-022-01-0004-003, part of Lot 4
Tax Parcel ID No.: 83-022-01-0005-005, part of Lot 5
Tax Parcel ID No.: 83-022-01-0006-001, part of Lot 6
Tax Parcel ID No.: 83-022-01-0007-001, part of Lot 7
Tax Parcel ID No.: 83-022-01-0008-003, part of Lot 8
Tax Parcel ID No.: 83-023-99-0005-000

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PROPERTY INFORMATION:

Subaru R&D Site
50255 Michigan Avenue
Van Buren Township, MI 48111

PROPERTY OWNER:

Subaru Research & Development, Inc.
3995 Research Park Drive
Ann Arbor, MI 48108
Contact: Michael Gillum (Coordinator)
Phone: (734) 623-0075

ENGINEER:

Hubbell, Roth & Clark, Inc.
555 Hulet Drive
Bloomfield Hills, MI 48302
Phone: (248) 454-6300
Fax: (248) 454-6312

DATE: 09/21/2018

JOB No. 20170986

SCALE:

SHEET 4 OF 4

EXHIBIT B - STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE PLAN

Wayne County DPS Permit No.: M-
Wayne County DPS Plan Review No.: R18-439

A. Physical Limits of the Storm Water Management System

The storm water management system (SWMS) subject to this long-term maintenance plan (Plan) is depicted on Exhibit A to the permit and includes without limitation the storm sewers, catch basins, manholes, inlets, swales, buffer strip, spillways, forebay, detention basin, outlet control structure and outlet pipe that conveys flow from the detention basin to an existing catch basin on the enclosed Denton Drain. For the purposes of this plan, this storm water management system (SWMS) and all of its components as shown in Exhibit A is referred to as "Subaru Site SWMS".

B. Time Frame for Long-Term Maintenance Responsibility

Subaru Research & Development, Inc. is responsible for maintaining the Subaru Site SWMS, including complying with applicable requirements of the local or Wayne County soil erosion and sedimentation control program until Wayne County releases the construction permit. Long-term maintenance responsibility for the Subaru Site SWMS commences when defined by the maintenance permit issued by the County. Long-term maintenance continues in perpetuity.

C. Manner of Insuring Maintenance Responsibility

Van Buren Township has assumed responsibility for long-term maintenance of Subaru Site SWMS. The resolution by which the Van Buren Township has assumed maintenance responsibility is attached to the permit as Exhibit C. The Subaru Research & Development, Inc., through a maintenance agreement with Van Buren Township, has agreed to perform the maintenance activities required by this plan. The Van Buren Township retains the right to enter the property and perform the necessary maintenance of the Subaru Site SWMS if the Subaru Research & Development, Inc. fails to perform the required maintenance activities. To ensure that the Subaru Site SWMS is maintained in perpetuity, the map of the physical limits of the storm water management system (Exhibit A), this plan (Exhibit B), the resolution attached as Exhibit C, and the maintenance agreement between the Van Buren Township and the property owner(s) will be recorded with the Wayne County Register of Deeds. Upon recording, a copy of the recorded documents will be provided to the County.

D. Long-Term Maintenance Plan and Schedule

Table 1 identifies the maintenance activities to be performed, organized by category (monitoring/inspections, preventative maintenance and remedial actions). While performing maintenance, chemicals should not be applied to the forebay, detention basin, buffer strip, or watercourses. Table 1 also identifies site-specific work needed to ensure that the storm water management system functions properly as designed.

TABLE 1 STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE SCHEDULE									
MAINTENANCE ACTIVITIES	SYSTEM COMPONENTS	Storm Collection System (Inlets, Catch Basins, Manholes, Swales, Sewers)	Inlets to Forebay & Detention Basin	Forebay & Detention Basin	Outlet Control Structures & Outlet Pipes	Buffer Strip	Spillways, Ripraps	Pavement Areas, Others	FREQUENCY
Monitoring/Inspection									
Inspect for Sediment Accumulation**/Clogging of Stone Filter		X	X	X	X				Annually
Inspect For Floatables, Dead Vegetation & Debris		X	X	X	X	X	X		Annually & After Major Events
Inspect For Erosion And Integrity of Banks & Berms		X	X	X	X	X	X		Annually & After Major Events
Monitor Plantings/Vegetation		X		X		X			2 Times per Year
Inspect All Components During Wet Weather & Compare to As-Built Plans		X	X	X	X	X	X		Annually
Ensure Maintenance Access Remain Open/Clear		X	X	X	X	X	X		Annually
Preventative Maintenance									
Mowing		X		X		X			As Needed, select areas only*
Remove Accumulated sediments**		X	X	X	X				As needed**
Remove Floatables, Debris, Invasive & Dead Vegetation		X	X	X	X	X	X		As Needed
Replace or Wash & Reuse risers stone filters				X					Every 3 years, or as needed***
Sweeping of Paved Surfaces, Clean Oil Spills Immediately								X	As Needed
Remedial Actions									
Repair/Stabilize Areas of Erosion		X	X	X	X	X	X		As Needed
Replace Dead Plantings and Trees, Reseed Bare Areas		X		X		X			As needed
Structural Repairs		X	X	X	X	X	X		As Needed
Make Adjustments/Repairs to Ensure Proper Functioning		X	X	X	X	X	X		As Needed

NOTES: *As needed per local ordinance. **Forebay & Detention Basin to be cleaned whenever sediments accumulate to a depth of 6-12 inches, or if sediment resuspension is observed. *** Replace stones if they cannot be adequately cleaned.

PROPERTY INFORMATION:	PROPERTY OWNER:	ENGINEER:	DATE: 10 / 20 / 2018
Subaru R & D Site 50255 Michigan Avenue Van Buren Township, MI 48111	Subaru Research & Development, Inc. 3995 Research Park Drive Ann Arbor, MI 48108 Contact: Michael Gillum (Coordinator) Phone: (734) 623-0075	Hubbell, Roth & Clark, Inc. 555 Hulet Drive Bloomfield hills, MI 48302 Phone: (248) 454 - 6300 Fax: (248) 454 - 6312	
			SHEET 1 OF 1

PERMIT OFFICE 33809 MICHIGAN AVE WAYNE, MI 48184, PHONE (734) 595-6504 FAX (734) 595-6356
72 HOURS BEFORE ANY CONSTRUCTION. CALL FOR INSPECTION



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

PERMIT No. M-50921	
ISSUE DATE 2/6/2019	EXPIRES
REVIEW No. R 18-439	WORK ORDER

PROJECT NAME
 MAINTENANCE PERMIT FOR PROJECT PANCAKE/SUBARU R & D SITE

LOCATION
 50255 MICHIGAN AVE. (SW QUAD. OF MICHIGAN AVE. & DENTON ROAD)

CITY/TWP
 VAN BUREN TWP

PERMIT HOLDER VAN BUREN CHARTER TOWNSHIP 46425 TYLER ROAD VAN BUREN TOWNSHIP, MI 48111	CONTRACTOR CONTACT <BLANK>
CONTACT MATTHEW BEST (734) 699-8913	

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

PERMIT TO MAINTAIN THE STORM WATER MANAGEMENT SYSTEM IN ACCORDANCE WITH THE DRAWING ATTACHED AS EXHIBIT "A", THE TERMS OF THE LONG-TERM MAINTENANCE PLAN ATTACHED AS EXHIBIT "B" AND THE WAYNE COUNTY STORM WATER ORDINANCE AND ADMINISTRATIVE RULES. A RESOLUTION FROM THE TOWNSHIP OF VAN BUREN TO MAINTAIN THE PROPOSED STORM WATER MANAGEMENT SYSTEM AND ITS FACILITIES IS REQUIRED.

THE TOWNSHIP OF VAN BUREN SHALL ASSUME JURISDICTION OVER AND ACCEPT RESPONSIBILITY FOR MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM(S) TO ENSURE THAT THE STORM WATER MANAGEMENT SYSTEM FUNCTIONS PROPERLY AS DESIGNED AND CONSTRUCTED. THE PERMIT HOLDER'S RESPONSIBILITIES UNDER THIS PERMIT SHALL INCLUDE, WITHOUT LIMITATIONS, (A) ANY MONITORING AND PREVENTIVE MAINTENANCE ACTIVITIES SET FORTH IN THE PLAN; (B) ANY AND ALL REMEDIAL ACTIONS NECESSARY TO REPAIR, MODIFY OR RECONSTRUCT THE SYSTEM AND © OTHER ACTIVITIES OR RESPONSIBILITIES FOR MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM AS MAY BE SET FORTH IN THE ORDINANCE, ADMINISTRATIVE RULES, THE PLAN OR THIS PERMIT.

THE TOWNSHIP OF VAN BUREN SHALL PERFORM ALL MONITORING, MAINTENANCE, REMEDIAL AND OTHER RESPONSIBILITIES REQUIRED BY THE WAYNE COUNTY ORDINANCE, ADMINISTRATIVE RULES, THE PLAN AND THIS PERMIT, IN PERPETUITY AND AT ITS SOLE COST EXPENSE.

THE TOWNSHIP OF VAN BUREN SHALL PREPARE, EXECUTE AND (IF NECESSARY) RECORD ANY AND ALL AGREEMENTS, CONTRACTS AND OTHER DOCUMENTS THAT MAY BE REQUIRED TO PERFORM ITS OBLIGATIONS HEREUNDER AND ENSURE MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM IN PERPETUITY.

IF WAYNE COUNTY FINDS IT NECESSARY TO ADJUST OR RELOCATE ALL OR ANY PORTION OF THE PERMITTED STORM WATER MANAGEMENT SYSTEM, THE PERMIT HOLDER SHALL CAUSE THIS ADJUSTMENT OR RELOCATION TO BE ACCOMPLISHED AT NO EXPENSE TO THE COUNTY. PRIOR TO ANY WORK BEING PERFORMED IN THE RIGHT-OF-WAY, A PERMIT SHALL BE SECURED FROM THE WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES PERMIT OFFICE.

APPROVED PLANS PREPARED BY Hubbell Roth & Clark	REQUIRED ATTACHMENTS EXHIBIT A: MAP DEPICTING PHYSICAL LIMITS OF STORM WATER MGT SYSTEM EXHIBIT 'B': LONG TERM MAINTENANCE PLAN EXHIBIT 'C': BINDING AGREEMENT (COMMUNITY RESOLUTION)
PLANS APPROVED BY Razi, M.	(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)

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

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

PERMIT HOLDER NAME _____ DATE _____ PREPARED BY _____
 PERMIT HOLDER / AUTHORIZED AGENT

VALIDATED BY _____ DATE _____
 PERMIT COORDINATOR

Charter Township of Van Buren

Agenda Item: 4

REQUEST FOR BOARD ACTION

Work Study Date: 03/02/2020
 Board Meeting: 03/03/2020

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

ITEM (SUBJECT)	Granting approval of the Stormwater Maintenance Agreement and Board Resolution with US Signal Properties, LLC, at 9275 Haggerty Road in Van Buren Township, Michigan 48111
DEPARTMENT	Planning
PRESENTER	Matthew R. Best, Director of Public Services
PHONE NUMBER	(734) 699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Elizabeth Renaud, Executive Assistant to the Public Services Director

Agenda topic

ACTION REQUESTED	Granting approval of the Stormwater Maintenance Agreement And Board Resolution with US Signal Properties, LLC, at 9275 Haggerty Road in Van Buren Township, Michigan 48111, and authorize the Supervisor and the Clerk or their designees to sign the permit, stormwater maintenance agreement and resolution 2020-06.
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	This agreement designates that the property owner will be responsible for and maintain the stormwater facilities on the property at 9275 Haggerty.
BUDGET IMPLICATION	None
IMPLEMENTATION NEXT STEP	Supervisor or his designee to sign Agreement.
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	N/A
ATTORNEY RECOMMENDATION	The document was reviewed by the Township Attorney. (May be subject to Attorney/Client Privilege and not available under FOIA)
ADDITIONAL REMARKS	This is the standard agreement between Van Buren Township and a property owner.)
APPROVAL OF SUPERVISOR	

RESOLUTION 2020-06

**CHARTER TOWNSHIP OF VAN BUREN
TOWNSHIP BOARD**

**LONG TERM MAINTENANCE OF STORM WATER MANAGEMENT SYSTEM
FOR U.S. SIGNAL PROPERTIES, LLC.**

At a Regular Meeting of the Charter Township of Van Buren Board of Trustees on March 3rd, 2020, the following resolution was offered.

WHEREAS, chapter 7 of the Wayne County Storm Water Management Ordinance (“Wayne County Ordinance”), requires storm water management systems to be maintained in perpetuity to ensure that the systems function properly as designed; and,

WHEREAS, Rule 1001 of the Wayne County Storm Water Management Administrative Rules (“Administrative Rules”) requires applicants for storm water construction approval to submit long term maintenance plans as part of an application for storm water construction approval; and,

WHEREAS, U.S. Signal Properties, LLC, (“Developer”), as property owner, has applied to the Wayne County Department of Public Services for a storm water construction approval with respect to a project named US Signal (“Project”) located at 9275 Haggerty Road, in Van Buren Township, Wayne County, Michigan; and,

WHEREAS, Developer's application for storm water construction approval has been assigned permit review number R-18-724; and permit number M-51230; and,

WHEREAS, Developer submitted a plan to the County and the Township ("Plan") for long term maintenance of the storm water management system at the Project pursuant to Rule 801, which Plan has been tentatively approved by the County pending issuance of this resolution; and,

WHEREAS, the Plan has been reviewed and approved by the Township engineer and Planning Commission, in accordance with the development of the Project, located at 9275 Haggerty Road, in Van Buren Township, Wayne County, Michigan (parcel V125-83-047-99-0007-701) in Van Buren Township by the Developer, a Michigan company, whose address is 21648 Melrose Ave., Southfield, MI 48075; and,

WHEREAS, the Township has agreed to assume jurisdiction and accept responsibility for long term maintenance of the storm water management system at the Project in perpetuity, in the event the Developer does not maintain the storm water Plan for the Project; subject, however, to the storm water management system maintenance and repair agreement ("Agreement") between the Township and Developer as authorized by Rule 1002 by which the Developer shall undertake this responsibility, and provided further the said acceptance of

jurisdiction and maintenance excludes all storm water related structures in Wayne County's rights of ways associated with or part of the Project by the Developer on a parcel of land known as 9275 Haggerty in Van Buren, Michigan 48111 (parcel V125-83-047-99-0007-701.)

NOW THEREFORE BE IT RESOLVED, that the Charter Township of Van Buren, subject to the Rule 1002 Agreement, assumes jurisdiction over and accepts responsibility for long term maintenance of the storm water management system at the Project pursuant to the Wayne County Ordinance, the Administrative Rules, the Plan, and the storm water construction approval issued by Wayne County;

BE IT FURTHER RESOLVED, that the Supervisor and/or Clerk be and hereby are authorized to execute a Wayne County storm drainage maintenance permit number M-51230 on behalf of the Charter Township of Van Buren in connection with the Project by the Developer on a parcel of land known as 9275 Haggerty Road (parcel V125-83-047-99-0007-701) in Van Buren Township.

BE IT FURTHER RESOLVED, that the Supervisor and Clerk be and hereby are authorized to execute a Storm Water Management System Maintenance & Repair Agreement with the Developer for the Project to require Developer to assume all costs for maintenance and operation of storm sewer

facilities outside of the Wayne County rights of ways associated with or part of the Project by the Developer as owner of the property in Van Buren Township.

AYES:

NAYS:

ABSENT:

I, Leon Wright, Clerk of the Charter Township of Van Buren, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Charter Township of Van Buren Board of Trustees, at a regular meeting held on this _____ day of March 2020.

Leon Wright, CMC

Clerk, Charter Township of Van Buren

**STORM WATER MANAGEMENT SYSTEM
MAINTENANCE AND REPAIR AGREEMENT**

This Storm Water Management System Maintenance and Repair Agreement (“AGREEMENT”) made and entered into as of _____, 2020 by and among the CHARTER TOWNSHIP OF VAN BUREN, a municipal corporation, with principal offices located at 46425 Tyler Rd, Van Buren Township, MI 48111, hereafter referred to as the “TOWNSHIP”; and U.S. SIGNAL PROPERTIES, LLC, a Michigan company, whose principal office is located at 21648 Melrose Ave., Southfield, MI 48075, hereafter referred to as “OWNER”.

WITNESSETH:

WHEREAS, The OWNER owns a certain real property located at 9275 Haggerty Road, in Van Buren Township, Wayne County, Michigan and described in the legal Description attached as Exhibit A; and

WHEREAS, The OWNER proposes to develop the property described on Exhibit A as a manufacturing facility and in connection therewith has submitted a storm Water management system plan to Wayne County and the Township (“Plan”); and

WHEREAS, Wayne County requires that the construction, maintenance and repair responsibilities for any proposed storm water management system to be constructed in Van Buren Township, including the storm water management system to be constructed within the proposed manufacturing facility property as part of the construction and development of the manufacturing facility and connected to the Wayne County storm water management system, be accepted by Van Buren Township; and

WHEREAS, the TOWNSHIP has adopted a resolution as required by the Wayne County Office of Public Services to assume jurisdiction of said on-site storm Water management system, said jurisdiction having been assumed by the TOWNSHIP at the request of and benefit for the OWNER in order to complete construction of the propped manufacturing facility and accommodate the OWNER and all future owners of the property and/or manufacturing facility; and

WHEREAS, the OWNER wished to outlet storm drainage from the proposed manufacturing facility property through connection(s) within the property described in Exhibit A, the connection being made by owner as shown on Exhibit A. As shown Exhibit A, attached hereto and made a part hereof by Reference, the open ditch connection are hereinafter referred to as the "CONNECTIONS" and the proposed storm water management system to be Contracted as per of the proposed manufacturing facility and which will access via the CONNECTION is hereinafter referred to as the "FACILITY", and

WHEREAS, the TOWNSHIP has received permit number M-51230 ("Permit") Attached as Exhibit C issued by Wayne County authorizing the construction operation and maintenance of the OWNER's Plan, CONNECTIONS and FACILITY; and

WHEREAS, the TOWNSHIP and OWNER desire to transfer the responsibilities of the Permit from the TOWNSHIP to the OWNER, or OWNER's successors and assigns, and confirm the terms and conditions of said transfer of responsibilities by this Agreement.

NOW THEREFORE, in consideration of the premises the foregoing recitals fully incorporated into this Agreement and undertakings of the parties set forth in this AGREEMENT, the parties agree as follows:

1. The OWNER shall be responsible for and shall pay all costs related to the construction, operation, maintenance and repair of the FACILITY. The OWNER shall be responsible for all subsequent liabilities and costs for the maintenance, operation, repair and replacement of the FACILITY. The OWNER shall be fully, completely and unconditionally responsible for, shall assume all TOWNSHIP obligations under the Permit and shall pay all costs related to performing the requirements of the Permit and Plan
2. The TOWNSHIP may enter upon the OWNER's property upon reasonable notice for the purposes of inspecting, repairing and maintaining said storm drainage system and private sewer pipe, in which event the OWNER agrees to pay to the TOWNSHIP all charges and expenses incurred thereon. In the event that the OWNER shall, at any time, fail to carry out the responsibilities specified within This Agreement, and/or I the event of a failure to preserve and/or maintain the FACILITY in reasonable order and condition. TOWNSHIP may serve written notice upon the Owner setting forth the deficiencies in maintenance and/or preservation along with a demand that the deficiencies be cured within a stated reasonable time period and, if not cured, TOWNSHIP shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter the Property and perform such obligation or take such corrective measures as reasonably found by the TOWNSHIP to be appropriate or necessary. The cost and expense of making and financing such actions by the TOWNSHIP, including notices by the TOWNSHIP and actual legal fees incurred by the TOWNSHIP, plus and administrative fee in an amount not to exceed twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by OWNER within thirty (30) days of a billing to the OWNER. All unpaid amounts may be

placed on the delinquent tax roll of the TOWNSHIP and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the TOWNSHIP, such costs and expenses may be collected by suit initiated against the OWNER and in such event; the OWNER shall pay all court costs and actual attorney fees incurred by the TOWNSHIP in connection with such suit.

3. The CONNECTIONS shall be designed to restrict its storm water flow capacity to the amount shown on Exhibit A within the FACILITY for the purpose of draining the proposed manufacturing facility in the manner described on Exhibit A.
4. The TOWNSHIP shall assign to the OWNER, its successors and assigns, the revocable Permit executed between the TOWNSHIP and WAYNE COUNTY OFFICE OF PUBLIC SERVICES authorizing the CONNECTIONS, as shown on Exhibit A, and the OWNER and their successors or assigns shall be bound by said revocable Permit and the conditions of the Storm Water Discharge Permit issued by the Wayne County Department of Public Service and the Storm Sewer Maintenance Schedule as described on the Exhibit "B" of this AGREEMENT.
5. In the event that operation, maintenance or repair of the FACILITY within the manufacturing facility becomes necessary, in the opinion of the regulating agencies, and the OWNER or their successors or assigns do not undertake the operation, maintenance or repair of the FACILITY within sixty (60) days after written notice from the regulating agencies, then the OWNER or their successors or assigns shall become responsible for any and all costs to the TOWNSHIP for operation, maintenance or repair of the FACILITY, which costs shall be borne by the OWNER or their successors or assigns.
6. If in the future, Wayne County or any other public agency imposes higher or additional standards or requirements, those additional standards or requirements shall be deemed to automatically become part of the Maintenance and Repair Obligations of OWNER. It is the intention of the parties that all costs associated with or attributable to the Storm Water Maintenance FACILITY will at all time be paid by the OWNER as OWNER'S sole responsibility cost and expense.
7. The OWNER shall defend, indemnify and save harmless the TOWNSHIP, its employees, agents, servants and elected officials, from any claims, costs, demands, actions, injuries, expenses, attorney fees and damages of any kind or nature whatsoever, fixed or contingent, known or unknown, which occur to property, flooding of lands, personal injury or diminutions arising out of or in any way connected with the design, construction, ownership, inspection, maintenance, repair, operation (or omission in such regard) or use of the FACILITY or CONNECTIONS or the use of the Wayne County storm water management system to drain the FACILITY or the CONNECTIONS, which arise out of carrying storm drainage from the manufacturing facility into the flooding of the manufacturing facility or diminution in the use of the CONNECTIONS, or failure of the OWNER to comply with the requirements of the Permit or Plan or any other obligations of this Agreement.

8. This AGREEMENT shall continue in force for as long as the TOWNSHIP s obligated to WAYNE COUNTY OFFICE OF PUBLIC SERVICES, and shall run with the land. Further, this AGREEMENT shall be binding on the parties and their respective successors and assigns.
9. The OWNER shall record this AGREEMENT with the Wayne County Register of Deed, as agreement with respect to the retail facility to ensure that this AGREEMENT shall be binding on the parties, and their successors and assignees in interest until such a time as is described in paragraph 8 above. The OWNER, within thirty (30) days of this AGREEMENT, shall provide the recording at the Wayne County Register of Deeds. Should the OWNER fail to timely record this Agreement, the TOWNSHIP may record the Agreement and the Owner shall pay the costs associated therewith.
10. Failure of the OWNER to timely pay to the TOWNSHIP any amounts due under this Agreement such amounts may be placed on the delinquent tax roll of the TOWNSHIP and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes.
11. In accordance with 1976 PA 453, the parties hereto covenant not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion national origin, age, ex, height, weight, or marital status, and to require a similar covenant on the part of any subcontractor employed in the performance of this AGREEMENT.

(Signatures on the following page)

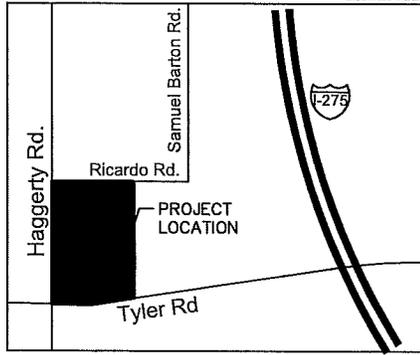
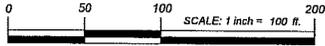
EXHIBIT 'A'

PHYSICAL LIMITS OF STORM WATER MANAGEMENT SYSTEM

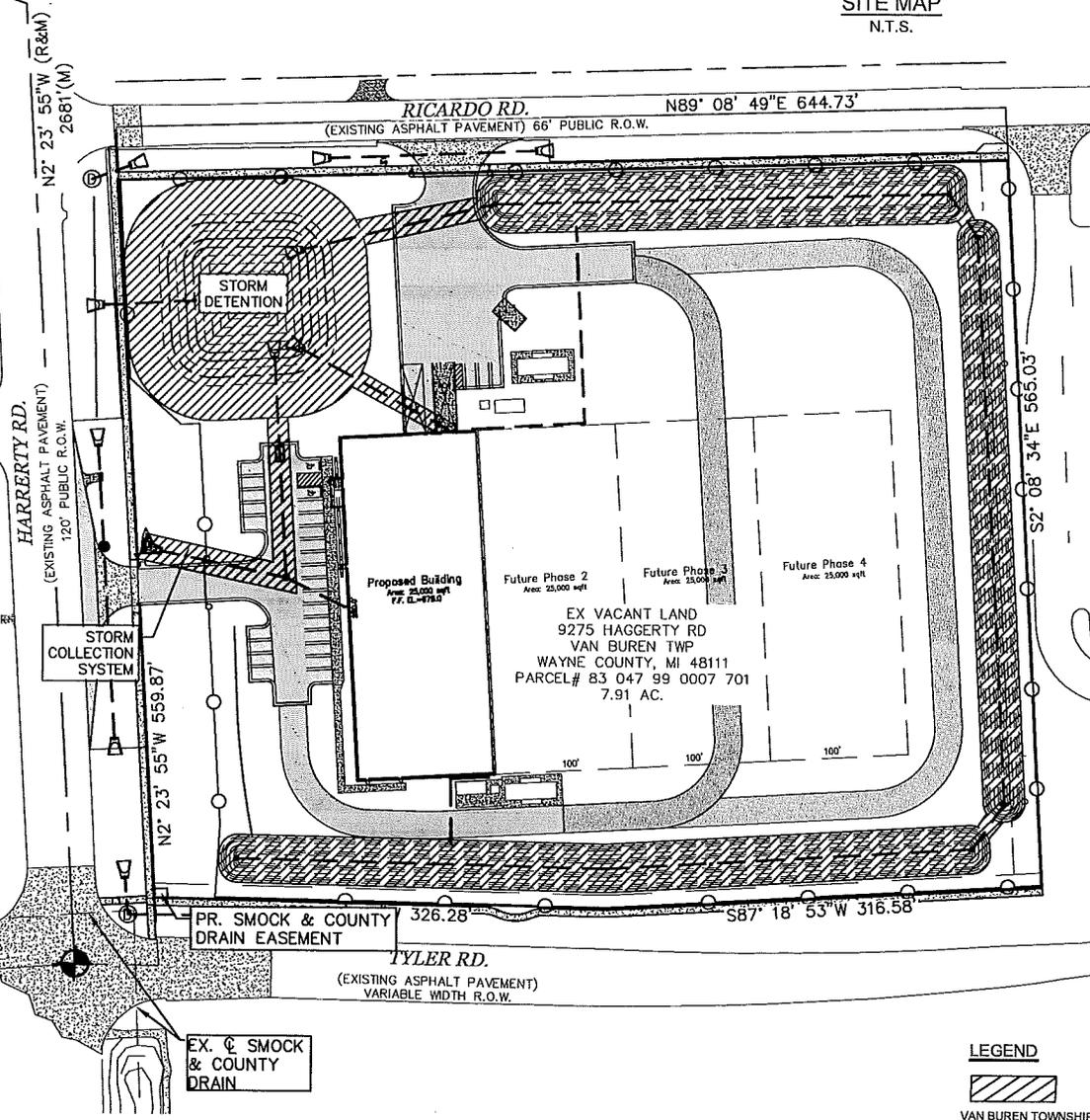
FIR
WEST CONER
SECTION 12 T3S, R8E



NORTH



SITE MAP
N.T.S.



LEGAL DESCRIPTION AS PROVIDED

PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWN 3 SOUTH, RANGE 8 EAST, VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12; THENCE ALONG THE SOUTH LINE OF SAID SECTION 12, SOUTH 88 DEGREES 09 MINUTES 27 SECONDS EAST 60.16 FEET; THENCE NORTH 02 DEGREES 23 MINUTES 55 SECONDS WEST 50.14 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02 DEGREES 23 MINUTES 55 SECONDS WEST 559.87 FEET TO THE CENTERLINE OF RICARDO ROAD; THENCE ALONG SAID CENTERLINE NORTH 89 DEGREES 08 MINUTES 49 SECONDS EAST 644.73 FEET THENCE SOUTH 02 DEGREES 08 MINUTES 34 SECONDS EAST 565.03 FEET; THENCE SOUTH 87 DEGREES 18 MINUTES 53 SECONDS WEST 316.58; THENCE NORTH 88 DEGREES 09 MINUTES 27 SECONDS WEST 326.28 FEET TO POINT OF BEGINNING.

Property Information:
Commercial Development
9275 Haggerty Rd.
Belleville, Wayne County
Michigan

PROPERTY OWNER:
US SIGNAL
21648 Melrose Ave
Southfield, MI 48075
(866) 274-4625

Engineer:
Diffin-Umlor & Associates
49287 West Road
Wixom, MI 48393
Phone: (248) 437-7803
Fax: (866) 690-4307

DATE: 04-30-2019

SHEET 1 OF 1

EXHIBIT B - STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE PLAN

WAYNE COUNTY DPS PERMIT NO. : C-
WAYNE COUNTY DPS PLAN REVIEW NO.: R18-724

A. Physical Limits of the Storm Water Maintenance System

The storm water management system (SWMS) subject to this long-term maintenance plan (Plan) is depicted on Exhibit A to the permit and includes without limitation the storm sewers, catch basins, manholes, inlets, water quality structures, swales, buffer strip, spillways, forebay, detention basin, subsurface detention, outlet control structure and the outlet pipe that conveys flow from the detention basin to the natural drainage course to the Rouge River. For the purposes of this plan, this storm water management system (SWMS) and all of its components as shown in Exhibit A is referred to as 37630 Michigan Avenue, Wayne MI - Retail Facility SWMS".

B. Time Frame for Long-Term Maintenance Responsibility

Schafer Development LLC is responsible for maintaining the 37630 Michigan Avenue, Wayne MI - Retail Facility SWMS, including complying with applicable requirements of the local or Wayne County soil erosion and sedimentation control program until Wayne County releases the construction permit. Long-term maintenance responsibility for the 37630 Michigan Avenue, Wayne MI - Retail Facility SWMS commences when defined by the maintenance permit issued by the County. Long-term maintenance continues in perpetuity.

C. Manner of Insuring Maintenance Responsibility

City of Wayne has assumed responsibility for long-term maintenance of 37630 Michigan Avenue, Wayne MI - Retail Facility SWMS. The resolution by which the City of Wayne has assumed maintenance responsibility is attached to the permit as Exhibit C. Schafer Development LLC through a maintenance agreement with City of Wayne, has agreed to perform the maintenance activities required by this plan. City of Wayne retains the right to enter the property and perform the necessary maintenance of the 37630 Michigan Avenue, Wayne MI - Retail Facility SWMS if Schafer Development LLC fails to perform the required maintenance activities. To ensure that the 37630 Michigan Avenue, Wayne MI - Retail Facility SWMS is maintained in perpetuity, the map of the physical limits of the storm water management system (Exhibit A), this plan (Exhibit B), the resolution attached as Exhibit C, and the maintenance agreement between the City of Wayne and the property owner(s) will be recorded with the Wayne County Register of Deeds. Upon recording, a copy of the recorded documents will be provided to the County.

D. Long-Term Maintenance Plan and Schedule

Table 1 identifies the maintenance activities to be performed, organized by category (monitoring /inspections, preventative maintenance and remedial actions). While performing maintenance, chemicals should not be applied to the forebay, detention basin, buffer strip or watercourses. Table 1 also identifies site-specific work needed to ensure that the storm water management system functions properly as designed.

MAINTENANCE ACTIVITIES	Catch Basin, Inlets & Storm Sewers	Channels & Vegetated Swales	Inlets to Pretreatment Systems and Subsurface Detention/Retention Systems	Forebays	Subsurface Detention Basins	Flow Restrictors, Overflow Structures & Outlets Pipes	Emergency Spillways	Riprap	Buffer Strip	Pavement Areas	Manufactured Treatment Units	Bioretention Area	FREQUENCY
Monitoring /Inspection													
Inspect for sediment accumulation **/clogging of stone filter	X	X	X		X	X					X		Annually
Inspect for floatables, dead vegetation and debris	X	X	X		X	X				X	X		Annually and after major events
Inspect for erosion and integrity of bank and berms		X	X		X			X		X			Annually and after major events
Inspect all components during wet weather and compare to as-built plans	X	X	X		X	X		X		X	X		Annually
Monitoring planting/vegetation		X			X						X		2 times per year
Ensure means of access for maintenance remain clear/open	X	X	X		X	X		X		X	X		Annually
Preventative Maintenance													
Mowing		X			X								Up to 2 times/year, select areas only*
Remove accumulated sediment	X	X			X	X				X	X		As needed**
Remove floatables, dead vegetation and debris	X	X	X		X	X				X	X		As needed
Replace or wash/reuse stone riser filters						X		X					Every 3 years; more frequently as needed***
Remove invasive plant species		X			X					X			Annually
As Specified (e.g. recommendations by Manufacture)											X		As needed
Remedial Actions													
Repair/stabilize areas of erosion		X			X			X		X			As needed
Replaced dead plantings, bushes, trees		X	X		X								As needed
Reseed bare areas		X			X								As needed
Structural repairs	X		X		X			X		X	X		As needed
Make adjustments/repairs to ensure proper functioning	X	X	X		X	X		X		X	X		As needed

Notes:

*Not to exceed the length allowed by local community ordinance.

**Forebays, open detention basins, and retention basin to be cleaned whenever sediment accumulates to a depth of 6-12 inches or if sediment resuspension is observed.

***Replace stone if it cannot be adequately cleaned.

Property Information: Technology Development 9275 Haggerty Rd. Van Buren Township, Wayne County, Michigan	PROPERTY OWNER: U.S. SIGNAL 21648 Melrose Ave. Southfield, Mi. 48075 PH: (866) 690-4307	Engineer: Diffin-Umlor & Associates 49287 West Road Wixom, MI 48393 Phone: (248) 437-7803 Fax: (866) 690-4307	DATE: 04-30-2019
			SHEET 1 OF 1

PERMIT OFFICE 33809 MICHIGAN AVE WAYNE, MI 48184 PHONE (734) 595-6504 FAX (734) 595-6356
72 HOURS BEFORE ANY CONSTRUCTION. CALL FOR INSPECTION



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

PERMIT No. M-51230	
ISSUE DATE 2/5/2020	EXPIRES
REVIEW No. R 18-724	WORK ORDER

PROJECT NAME
MAINTENANCE PERMIT FOR U S SIGNAL

LOCATION
HAGGERTY RD & TYLER RD NE CORNER (NE CORNER HAGGERTY/TYLER)

CITY/TWP
VAN BUREN TWP

PERMIT HOLDER VAN BUREN TOWNSHIP 46425 TYLER ROAD VAN BUREN TOWNSHIP, MI	CONTRACTOR
CONTACT MATTHEW BEST	CONTACT <BLANK>

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

PERMIT TO MAINTAIN THE STORM WATER MANAGEMENT SYSTEM IN ACCORDANCE WITH THE DRAWING ATTACHED AS EXHIBIT "A", THE TERMS OF THE LONG-TERM MAINTENANCE PLAN ATTACHED AS EXHIBIT "B" AND THE WAYNE COUNTY STORM WATER ORDINANCE AND ADMINISTRATIVE RULES. A RESOLUTION FROM THE LOCAL MUNICIPALITY TO MAINTAIN THE PROPOSED STORM WATER MANAGEMENT SYSTEM AND ITS FACILITIES IS REQUIRED.

THE TOWNSHIP OF VAN BUREN SHALL ASSUME JURISDICTION OVER AND ACCEPT RESPONSIBILITY FOR MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM(S) TO ENSURE THAT THE STORM WATER MANAGEMENT SYSTEM FUNCTIONS PROPERLY AS DESIGNED AND CONSTRUCTED. THE PERMIT HOLDER'S RESPONSIBILITIES UNDER THIS PERMIT SHALL INCLUDE, WITHOUT LIMITATIONS, (A) ANY MONITORING AND PREVENTIVE MAINTENANCE ACTIVITIES SET FORTH IN THE PLAN; (B) ANY AND ALL REMEDIAL ACTIONS NECESSARY TO REPAIR, MODIFY OR RECONSTRUCT THE SYSTEM AND (C) OTHER ACTIVITIES OR RESPONSIBILITIES FOR MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM AS MAY BE SET FORTH IN THE ORDINANCE, ADMINISTRATIVE RULES, THE PLAN OR THIS PERMIT.

THE TOWNSHIP OF VAN BUREN SHALL PERFORM ALL MONITORING, MAINTENANCE, REMEDIAL AND OTHER RESPONSIBILITIES REQUIRED BY THE WAYNE COUNTY ORDINANCE, ADMINISTRATIVE RULES, THE PLAN AND THIS PERMIT, IN PERPETUITY AND AT ITS SOLE COST EXPENSE.

THE TOWNSHIP OF VAN BUREN SHALL PREPARE, EXECUTE AND (IF NECESSARY) RECORD ANY AND ALL AGREEMENTS, CONTRACTS AND OTHER DOCUMENTS THAT MAY BE REQUIRED TO PERFORM ITS OBLIGATIONS HEREUNDER AND ENSURE MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM IN PERPETUITY.

IF WAYNE COUNTY FINDS IT NECESSARY TO ADJUST OR RELOCATE ALL OR ANY PORTION OF THE PERMITTED STORM WATER MANAGEMENT SYSTEM, THE PERMIT HOLDER SHALL CAUSE THIS ADJUSTMENT OR RELOCATION TO BE ACCOMPLISHED AT NO EXPENSE TO THE COUNTY. PRIOR TO ANY WORK BEING PERFORMED IN THE RIGHT-OF-WAY, A PERMIT SHALL BE SECURED FROM THE WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES PERMIT OFFICE.

APPROVED PLANS PREPARED BY U. S. Signal Properties, LLC	REQUIRED ATTACHMENTS EXHIBIT A: MAP DEPICTING PHYSICAL LIMITS OF STORM WATER MGT SYSTEM EXHIBIT 'B': LONG TERM MAINTENANCE PLAN EXHIBIT 'C': BINDING AGREEMENT (COMMUNITY RESOLUTION)
PLANS APPROVED BY Yousif, I.	(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)

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

PERMIT HOLDER NAME PERMIT HOLDER / AUTHORIZED AGENT	DATE	WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES	PREPARED BY
		VALIDATED BY PERMIT COORDINATOR	DATE

Charter Township of Van Buren

Agenda Item: 5

REQUEST FOR BOARD ACTION

Work Study Date: 03/02/2020
 Board Meeting: 03/03/2020

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

ITEM (SUBJECT)	To approve the selection of Davenport Brothers Construction for Entry Improvements at Township Hall.
DEPARTMENT	Department of 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 Staff from Davenport Brothers Construction

Agenda topic

ACTION REQUESTED	
To approve the selection of Davenport Brothers Construction for Entry Improvements at Township Hall for the bid price of \$132,000. The expense will be paid from the Capital Outlay (Account #101-265-970-000.)	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
See attachments.	
BUDGET IMPLICATION	\$132,000 to Building and Grounds Capital Outlay.
IMPLEMENTATION NEXT STEP	If approved, the project will be started.
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	
ATTORNEY RECOMMENDATION	
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	



MEMO

TO: Township Board of Trustees
 FROM: Matthew R. Best – Director of Public Services
 RE: Township Hall Entryway Improvements
 DATE: February 21, 2020

PROJECT BACKGROUND

As part of the renovation of Van Buren Township Hall, Department of Public Services put out a request of proposals to accept sealed bids for renovation services to the Township Hall exterior entry columns. The project will renovate the 21 posts that currently hold up the metal roofs at each of the four entryways at Township Hall (Main, Seniors, Recreation and Public Safety.) Two firms bid on the project. After careful consideration, Davenport Brothers Construction was selected at the recommended bidder for this project with a bid of \$132,000.

The posts were designed in cooperation with the Township’s Interior Designer and Architect Wayde Hoppe. The posts have a traditional look with a stone base which matches the new electric message sign and the new stonework in the Township Hall. These posts will be installed in concert with the Township Hall Landscaping project to limit the amount of time the Township Hall exterior is under construction.

The expense of entryway improvements will be paid out of Building and Grounds Capital Outlay (GL #101-265-970-000.) If approved by the Township Board, the contract will be awarded to Davenport Brothers Construction and the project will begin. This project is anticipated to be completed by the end of June 2020.

PHASING PLAN & NEXT STEPS

PHASE 0	PROJECT DISCOVERY & DESIGN
September 2019	Partner with Wayde Hoppe / Gather input from Township Board
December 2019	Finalize Entryway Improvement Concepts
January 2020	Develop Specifications / Bid Designs Out
PHASE 1	PROJECT PREP.
February 2020	Township Board Approval of Contract for Construction
PHASE 2	PROJECT IMPLEMENTATION
Spring 2020	Installation of Entryway Improvements.



VAN BUREN
CHARTER TOWNSHIP

VAN BUREN TOWNSHIP ENTRY IMPROVEMENTS PROJECT

The Charter Township of Van Buren is seeking a Requests for Quotes (RFQ) to provide construction and renovation services to the Township Hall exterior entry columns at 46425 Tyler Rd, Van Buren Township, MI 48111.

BID REQUIREMENTS

Your response to this request should include the following information:

1. Name, address, and contact information of firm
2. Completed bid sheet
3. Proof of Insurance

A mandatory pre-bid meeting will be held on Tuesday, February 4th, 2020 at 1:30 pm at Van Buren Township Hall. Bids must be received by Van Buren Township by 11:30 am on February 12th, 2020. Bids will be publicly opened at 11:30 am on February 12th, 2020 in Van Buren Township Hall. Bids must be in a sealed envelope and addressed to:

Township Clerk's Office
Charter Township of Van Buren
46425 Tyler Road
Van Buren Township, MI 48111

CONTACT INFORMATION

Please contact Elizabeth Renaud, Public Services Executive Assistant, at 734-699-8913 or erenaud@vanburen-mi.org for any questions.

PROJECT DESCRIPTION

The firm selected will be tasked with renovating the existing Township Hall entry columns at each entrance of Township Hall. This work shall reflect the attached drawings and proposed scope of work below.

As part of this response, the firm may provide an alternate quote for any additional items your firm wishes to offer to the scope of this effort.

SCOPE OF WORK

Scope description below is intended as an overview of the scope and may not expressly describe all supporting scope of work necessary to achieve the overall scope of work.

- There are 21 existing entryway columns.
- The contractor shall be a licensed commercial building contractor. The contractor will be responsible for pulling the building permit. Fees will be waived.

To the specifications and design on the attached plans:

- Demolish and dispose of existing covers on entryway columns.
- Saw-cut and demolish concrete around the existing columns.
- Excavate and install new foundations around each existing column.
- Pour new concrete at columns.
- Provide labor and material to install new masonry block, brick, and limestone sills.
- Paint underside of 4 existing canopy ceilings.

The building will be occupied during construction. The firm shall take all necessary precautions to ensure the public safety and convenience of the occupants during construction. Unless specifically authorized by the Township, the work shall be conducted between the hours of 7:30 am and 3:30 pm on Monday through Friday.

WORK OPERATIONS & CLEAN UP

The firm shall, at all times, leave an unobstructed way along walks and roadways, and shall maintain barriers and lights for the protection of all persons and property in all locations where materials are stored or work is in progress. The firm shall take special measures to protect the tenants from noise, dust, and other disturbances.

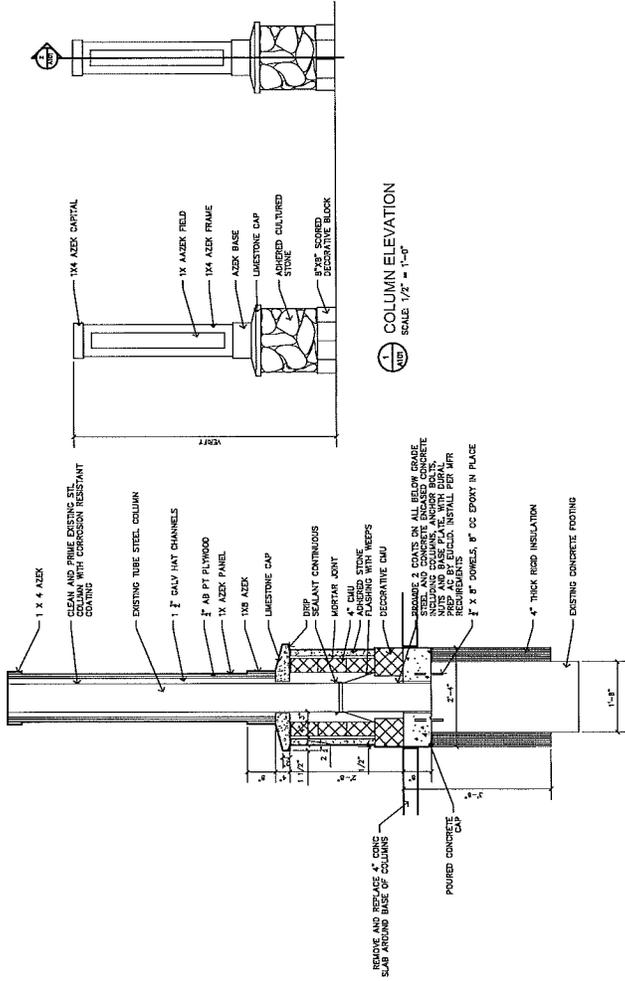
At completion of work, the contractor shall remove all materials, supplies, debris, and trash and leave each area in a clean, acceptable condition.

WARRANTY OF WORK

The firm shall warrant all work performed under this contract for a period of 1 year from the date of the completed job. Any defects in materials or workmanship appearing during the period of the job being complete shall be corrected without cost to Van Buren Township.

**VAN BUREN TOWNSHIP
ENTRY IMPROVEMENTS BID SHEET**

Firm/Contractor Name:	
Base Bid Price:	\$
Alternates as presented:	
	\$
	\$
	\$



COLUMN SECTION
SCALE 3/4" = 1'-0"

COLUMN ELEVATION
SCALE 1/2" = 1'-0"

PRELIMINARY NOT TO BE USED FOR CONSTRUCTION
VERIFY ALL DIMENSIONS IN FIELD

**VAN BUREN TOWNSHIP
ENTRY IMPROVEMENTS BID SHEET**

Firm/Contractor Name:	<i>DAVENPORT BROTHERS CONSTRUCTION</i>	
	Base Bid Price:	<i>\$ 132,000^{ex}</i>
Alternates as presented:		
		\$
		\$
		\$



301 Industrial Road, Belleville, MI 48111,
www.davenportbrothers.com

02/12/20

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

Re: (21) Township entry column's renovation work Reference Drawing by Wayde Hoppe A101 Dated 9-26-19

Dear, Matt

Davenport Brothers construction is please to provide you with a proposal to re do the existing VanBuren Township Hall Exterior Entry columns

Scope of Work (21) columns:

1. Project Coordination
2. Architectural and Design
3. Site Public Safety Barriers
4. Temporary Facilities for Workers
5. Dumpsters
6. Provide demolition of existing column covers and dispose of
7. Concrete Saw Cutting around existing column
8. Concrete Demolition around existing column
9. Excavation and Installation of new foundation's
10. Excavation and Installation of new foundation insulation
11. Drill and Dowel existing piers
12. Provide Labor and Material to install new masonry block and brick and limestone sills
13. Provide Labor and Materials to install all new carpentry materials and finishes
14. We propose to furnish labor, materials, and tools to paint according to the job specifications.
15. **Painting (4) Canopy Ceilings:**
16. Cover and protect areas not getting painted
17. Scrape loose & flaking paint, clean up loose paint chips
18. Wipe down surfaces to be painted
19. Spot prime bare areas
20. Paint ceilings/soffits on (4) canopies using Sherwin Williams A100 Flat paint – 2 coats – color TBD or match existing

Clean-up:

- During the progress of work, each trade on the job shall be responsible for maintaining the premises and the site in clean condition, free from accumulations of scrap, litter, and debris resulting from operations under jurisdiction of the trade.

Supervision and construction procedure:

- The contractor shall supervise and direct the work using his best skills and attention. He or she shall be solely responsible for all construction means, methods, techniques, sequences, procedures, and for coordinating all portions of the work under contract.

Progress schedule:

- The contractor, immediately after being awarded the contract shall prepare for the owner's approval an estimated progress schedule for the work.

Safety precautions:

- The contractor shall be responsible for initiating maintaining, and supervising all safety precautions and programs in connection with the work.

Contractors Liability Insurance:

- The contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the contractor's operations be by himself or by any subcontractor or by any of them may be liable. Claims under workman's compensation, disability benefit and other similar employee benefit acts, damage because of bodily injury, sickness, disease, death of employees, and claims insured by usual personal injury liability coverage. The insurance required shall be written for not less than \$1,000,000.00 single limit and shall include contractually liability insurance.

Change Orders:

- The owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions, or other revisions, the contract sum being adjusted accordingly.

Progress Payments:

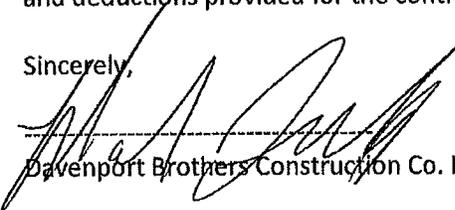
- The contractor shall submit to the owner an application for each payment at least 21 days before each payment is due. Such applications shall be supported by such sworn statements, certificates and waivers. If the contractor has made application for payment as above, the owner will issue a certificate for payment to the contractor.

Extra Work:

- Any and all work not listed in this proposal will be an extra charge to the owner.

The owner shall pay to the contractor for the performance of the above proposal subject to additions and deductions provided for the contract in current funds the sum of:

Sincerely,


Davenport Brothers Construction Co. Inc.

Accepted By,

VanBuren Township

Charter Township of Van Buren

REQUEST FOR BOARD ACTION

Agenda Item: 6

Work Study Date: 03/02/2020
Board Meeting: 03/03/2020

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

ITEM (SUBJECT)	To approve the selection of Crooked Tree Nursery for Landscaping Improvements at Township Hall.
DEPARTMENT	Department of 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 Staff from Crooked Tree Nursery

Agenda topic

ACTION REQUESTED	To approve the selection of Crooked Tree Nursery for Landscaping Improvements at Township Hall for \$133,092.15. The expense will be paid from the Capital Outlay (Account #101-265-970-000.)
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	See attachments.
BUDGET IMPLICATION	None
IMPLEMENTATION NEXT STEP	If approved, the project will be started.
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	
ATTORNEY RECOMMENDATION	(May be subject to Attorney/Client Privilege and not available under FOIA)
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	



MEMO

TO: Township Board of Trustees
 FROM: Matthew R. Best – Director of Public Services
 RE: Township Hall Landscaping Project
 DATE: February 21, 2020

PROJECT BACKGROUND

As part of the renovation of Van Buren Township Hall, Department of Public Services put out a request of proposals to accept sealed bids for Landscaping services to the Township Hall. The project will place new landscaping on the public sides of the Township Hall (Main, Seniors, Recreation and Public Safety.) Four firms bid on the project. After careful consideration, Crooked Tree Nursery was selected at the recommended bidder for this project with a bid of \$ 133,092.15.

The landscape plan was designed by the Township’s Landscape Architect Russell Design. The landscape plan promotes a traditional look with a low maintenance approach for the areas around the Township Hall. The landscaping project will be installed in concert with the Township Hall Entryway Improvements project to limit the amount of time the Township Hall exterior is under construction.

The expense of Landscaping will be paid out of Building and Grounds Capital Outlay (GL #101-265-970-000.) If approved by the Township Board, the contract will be awarded to Crooked Tree Nursery and the project will begin. This project is anticipated to be completed by the end of June 2020.

PHASING PLAN & NEXT STEPS

PHASE 0	PROJECT DISCOVERY & DESIGN
Second Half of 2019	Partner with Russell Design / Gather input from Township Board
December 2019	Finalize Landscape plan
January 2020	Develop Specifications / Bid Designs Out
PHASE 1	PROJECT PREP.
February 2020	Township Board Approval of Contract for Construction
PHASE 2	PROJECT IMPLEMENTATION
Spring 2020	Installation of Landscaping Improvements.



February 21, 2019

Mr. Matthew Best, M.S
Director
Department of Public Services
Charter Township of Van Buren
46425 Tyler Rd
Van Buren, Michigan 48111

**RE: Recommendation Letter of Award for
Van Buren Township Hall – Landscape Improvements**

Dear Matthew:

On Wednesday, February 12, 2020 bids for the Van Buren Township Hall – Landscape Improvements were read aloud. Three bids were received. The apparent low bidder is Crooked Tree Nursery with the base bid amount of \$155,402.43. The remaining bids as read are as follows:

Randy Brown Landscape	\$176,311.15
Gonczy's Property Maintenance	\$182,057.58

A post bid interview with Crooked Tree Nursery was conducted on February 18, 2020. A post bid addendum was prepared to address the misinterpretation of the drawings that increased the base bid amount by \$4,825.86

Van Buren Township accepted Alternate No. 1 to have the contractor install the site furniture only. The Township will purchase the site furniture directly from the manufacturer. The addendum resulted in a savings of \$27,136.14.

We would recommend Van Buren Township award the contract to Crooked Tree Nursery in the amount of \$133,092.15

Sincerely,
RUSSELL DESIGN

A handwritten signature in black ink that reads "MARC RUSSELL". The signature is stylized and includes a long horizontal flourish extending to the right.

Marc Russell, RLA
Principal



VAN BUREN
CHARTER TOWNSHIP

VAN BUREN TOWNSHIP LANDSCAPE IMPROVEMENTS PROJECT

The Charter Township of Van Buren is seeking a Requests for Proposals (RFP) to provide landscape improvement services to various sections of Township Hall property located at 46425 Tyler Rd, Van Buren Township, MI 48111.

PROJECT DESCRIPTION

The firm selected will be tasked with the scope of work detailed in the attached plans and specifications including landscape improvements, modifying the automatic irrigation system, providing and installing precast concrete paving, and providing all site furniture. The firm must provide a one-year maintenance with guarantee period. See attached documents for full project scope and requirements.

BID REQUIREMENTS

Your response to this request should include the following information:

1. Name, address, and contact information of firm.
2. Completed Section 00300 Proposal Form based on attached plans and specifications.
3. Proof of insurance.

As part of this response, you may provide an alternate quote for any additional items your firm wishes to offer to the scope of this effort. The firm selected should anticipate participating in Township meetings, presenting their proposed work to the staff and Township Board.

Please contact Matthew R. Best, Director of Public Services, or Elizabeth Renaud, Executive Assistant, at 734-699-8913 if you have any questions.

Bids must be received by Van Buren Township by 12:00 p.m. on February 12th, 2020. Bids will be publicly opened at 12:00 pm on February 12th, 2020 in Van Buren Township Hall.

Bids must be in a sealed envelope and addressed to:

Township Clerk's Office
Charter Township of Van Buren
46425 Tyler Road
Van Buren Township, MI 48111

Posted: January 22nd, 2020

SECTION 00300 - PROPOSAL FORM

 Name of Bidding Contractor

hereinafter referred to as Contractor, declares familiarity with location of proposed work and conditions under which it must be performed, that Drawing(s) and Documents under "Bid Package Table of Contents" have been carefully examined, are understood and accepted as adequate for the purpose, and agrees to Contract with the **Charter Township of Van Buren**, hereinafter referred to as Owner, to perform everything required to be performed and to furnish all labor, materials, tools, equipment, utility, transportation services and supervision necessary to perform and complete, in a satisfactory manner, all work required in conjunction with above named project, and to accept as full payment thereof, subject to additions and/or deletions required by Contract, the sum of Dollars.

TOTAL BASE BID \$ _____.

ANALYSIS OF BID:

Unit Costs submitted for Contract additions/deletions, inclusive of any maintenance and guarantee period not separately listed. Total must equal Base Bid above. Contractor responsible to verify estimated quantity material. All work to be installed complete, as detailed on Drawing(s), within quote Base Bid.

Quantity	Description and Size	Unit Cost	Total Cost
Lump Sum	Mobilization (3% maximum of total bid)		\$ _____
Lump Sum	General Conditions (3% maximum of total bid price. Permit fees and inspection fees are not required)		\$ _____
Lump Sum	Tree Protection Measures, Complete		\$ _____
Lump Sum	Demolition, Complete		\$ _____
Allowance	Automatic Irrigation System, Complete (Contractor is responsible to submit receipts for time and material)		\$ 10,000
1,000 sf.	Precast Concrete Pavers, Complete	\$ _____	\$ _____
9 ea.	Malus sargentii, 2.5" caliper, matched	\$ _____	\$ _____
2 ea.	Ulmus americana 'Princeton', 2.5" caliper	\$ _____	\$ _____
9 ea.	Tilia c. 'Greenspire', 2.5" caliper	\$ _____	\$ _____
222 ea.	Euonymous a. 'Compactus' 24"-30" ht.	\$ _____	\$ _____
62 ea.	Hydrangea quercifolia 'Ruby Slippers', 3 gal.	\$ _____	\$ _____

Quantity	Description and Size	Comments	Unit Cost	Total Cost
31 ea.	Thuja occidentalis 'Dark Green'		\$ _____	\$ _____
247 ea.	Taxus x. m. 'Hicksii', 24"-30" ht		\$ _____	\$ _____
106 ea.	Hosta 'Elegans', 1 gal.		\$ _____	\$ _____
154 ea.	Hosta 'Golden Tiara'		\$ _____	\$ _____
158 ea.	Hosta 'Golden Tiara', 1 gal.		\$ _____	\$ _____
1,027 ea.	Pachysandra terminalis 'Green Carpet', 1 gal.		\$ _____	\$ _____
1,350 sy.	Fine Grade and Sodded Lawn		\$ _____	\$ _____
4,320 sy.	Fine Grade and Seeded Lawn		\$ _____	\$ _____
_____ cy.	Shredded Hardwood Bark Mulch		\$ _____	\$ _____
_____ cy.	Stone Mulch Maintenance Edge, complete		\$ _____	\$ _____
_____ cy.	Planting Mix		\$ _____	\$ _____
320 cy.	2" Depth Imported (Ave)., Screened Topsoil		\$ _____	\$ _____
_____ lf	Aluminum Edging		\$ _____	\$ _____
_____ lf	Shovel Cut Edge		\$ _____	\$ _____
1 ea.	Bench (Supply and Install)		\$ _____	\$ _____
1 ea.	Table with Umbrella (4 seats) (Supply and Install)		\$ _____	\$ _____
1 ea.	Table with Umbrella (3 seats) (Supply and Install)		\$ _____	\$ _____
1 ea.	Ash Urn (Supply and Install)		\$ _____	\$ _____
8 ea.	Decorative Pot (Supply and Install)		\$ _____	\$ _____
TOTAL BASE			\$ _____	

Irrigation Unit Costs

Contractor shall submit **installed** unit prices for items of stated below. Prices shall include all material, equipment, labor, profit and overhead required for the complete installation of the work item. The owner reserves the right to increase or decrease the Total Base Bid on the basis of the unit prices stated. The owner reserves the right, prior to the bid award to negotiate with the bidder on any or all unit prices listed in this proposal. Contractor 'mark-up' will not be paid in addition to the provided unit prices.

Quantity	Description and Size	Comments	Unit Cost
_____ ea.	Rotor Assembly		\$ _____

_____ ea.	Rotor Removal		\$ _____
Quantity	Description and Size	Comments	Unit Cost
_____ ea.		4" Spray Sprinkler Assembly	\$ _____
_____ ea.	4" Spray Sprinkler Removal		\$ _____
_____ ea.	12" Spray Sprinkler Assembly		\$ _____
_____ ea.	12" Spray Sprinkler Removal		\$ _____
_____ ea.	Valve Assembly – 1"		\$ _____
_____ ea.	Valve Assembly – 1 1/2"		\$ _____
_____ ea.	Valve Removal		\$ _____
_____ lf.	Installation of 14awg Wire		\$ _____
_____ lf.	Installation of 1" poly pipe		\$ _____
_____ lf.	Installation of 1 1/4" poly pipe		\$ _____
_____ lf.	Installation of 1 1/2" poly pipe		\$ _____
_____ lf.	Installation of 2" poly pipe		\$ _____
_____ lf.	Installation of 1 1/2" PVC		\$ _____
_____ lf.	Installation of 1 1/2" PVC		\$ _____
_____ lf.	Installation of 2" PVC		\$ _____
_____ ea.	Controller		\$ _____
_____ ea.	Installation of QCV		\$ _____
_____ ea.	Removal of QCV		\$ _____
_____ lf.	4" Sched. 40 PVC Sleeve/Bore		\$ _____
_____ ea.	Rain Sensor		\$ _____

REQUIRED ALTERNATES

Contractor shall submit **installed** prices for items of stated below. Prices shall include all material, equipment, labor, profit and overhead required for the complete installation of the work item. The owner reserves the right to increase or decrease the Total Base Bid on the basis of the alternate prices stated. The owner reserves the right, prior to the bid award to negotiate with the bidder on any or all alternate prices listed in this proposal. Contractor 'mark-up' will not be paid in addition to the provided prices.

Alternate 1:

In Lieu of supplying and installing site furniture, contractor shall install only.

1 ea. Bench - Install Only	\$ _____	\$ _____
2 ea. Table with umbrella – Install Only	\$ _____	\$ _____
1 ea. Ash Urn – Install Only	\$ _____	\$ _____
8 ea. Decorative Pot – Install Only	\$ _____	\$ _____

VOLUNTARY ALTERNATES

Contractor shall submit **installed** prices for items of stated below. Prices shall include all material, equipment, labor, profit and overhead required for the complete installation of the work item. The owner reserves the right to increase or decrease the Total Base Bid on the basis of the alternate prices stated. The owner reserves the right, prior to the bid award to negotiate with the bidder on any or all alternate prices listed in this proposal. Contractor 'mark-up' will not be paid in addition to the provided prices.

1. _____ ADD / DEDUCT: \$ _____
2. _____ ADD / DEDUCT: \$ _____
3. _____ ADD / DEDUCT: \$ _____

Contractor acknowledges following addenda covering revisions to Drawing(s) or Specifications;
Cost of such revisions has been included in quoted base bid.

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Our subcontractors will be:

Name:	Address:	Specialty:
_____	_____	_____
_____	_____	_____
_____	_____	_____

Van Buren Township Hall
Landscape Improvements
Project Number V05-192

Proposal Form

Section 00300

Bidding Contractor: _____

Complete Address: _____

County: _____ Telephone: (____) _____

By: _____ Title: _____

Dated this _____ day of _____ 2020

Circle One: Corporation, Partnership, Individual

END OF SECTION 00300

Van Buren Township Hall

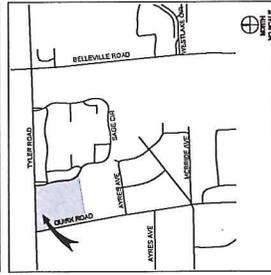
46425 Tyler Road, Van Buren Charter Township, MI 48111

BIDS: January 15, 2020

Project Number: V05-192

Landscape Improvements

Location Map



Project Sponsor



Landscape Architect



List of Drawings

- L-1 Demolition Plan
- L-2 Landscape Plan
- L-3 Landscape Plan Enlargements
- L-4 Landscape Details & Notes
- L-5 Landscape Details & Notes
- IR-1 Irrigation Scope Plan
- S-1 Specifications
- S-2 Specifications

Note Key

- ① VAN BUREN TOWNSHIP BUILDING
- ② EXISTING PARKING
- ③ EXISTING LANDSCAPE TO REMAIN
- ④ EXISTING WALK
- ⑤ EXISTING PAVING TABLES, REMOVE, SALVAGE AND RETURN TO OWNER (TOTAL)
- ⑥ LAWN TO REMAIN
- ⑦ EXISTING DETENTION POND, RESTORE IF DAMAGED FROM CONSTRUCTION
- ⑧ EXISTING BENCH, REMOVE, SALVAGE, AND RETURN TO OWNER

NOTE
GRIND ALL TREE STUMPS MIN. 12" BELOW GROUND

LEGEND



LANDSCAPE REMOVAL, CLEAN AND GRUB TO REMOVE ALL LAWN UNLESS OTHERWISE NOTED. REMOVE ALL SUBSURFACE PLANT MATERIAL AND OTHER REMAINS. ALL AREAS WITH IMPACTED SOILS SHOULD BE TREATED FOR CONTAMINATION AND REVEGETATED WITH APPROPRIATE PLANTING.



EXISTING TREES TO REMAIN WITH PROTECTION FENCING, SEE TYP. DETAIL

NOTE

1. TREES ARE TO REMAIN UNLESS OTHERWISE NOTED.
2. EXISTING DETENTION POND SYSTEM (GRAVITY FEED) TO REMAIN UNLESS OTHERWISE NOTED. SEE LANDSCAPE PLAN COORDINATE WITH OWNER.

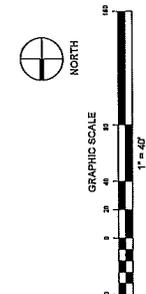


Project Name: Van Buren Township
 Address: 4000 Van Buren, Van Buren, MI 48111
 Date: 05.28.19
 Scale: as shown
 Client: VAN BUREN TOWNSHIP
 Project: DEMOLITION PLAN

Project Name: Van Buren Township
 Address: 4000 Van Buren, Van Buren, MI 48111
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 Scale: as shown
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 Scale: as shown
 Client: VAN BUREN TOWNSHIP
 Project: DEMOLITION PLAN

3 FULL WORKING DAYS BEFORE YOU DIG CALL
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Demolition Notes:

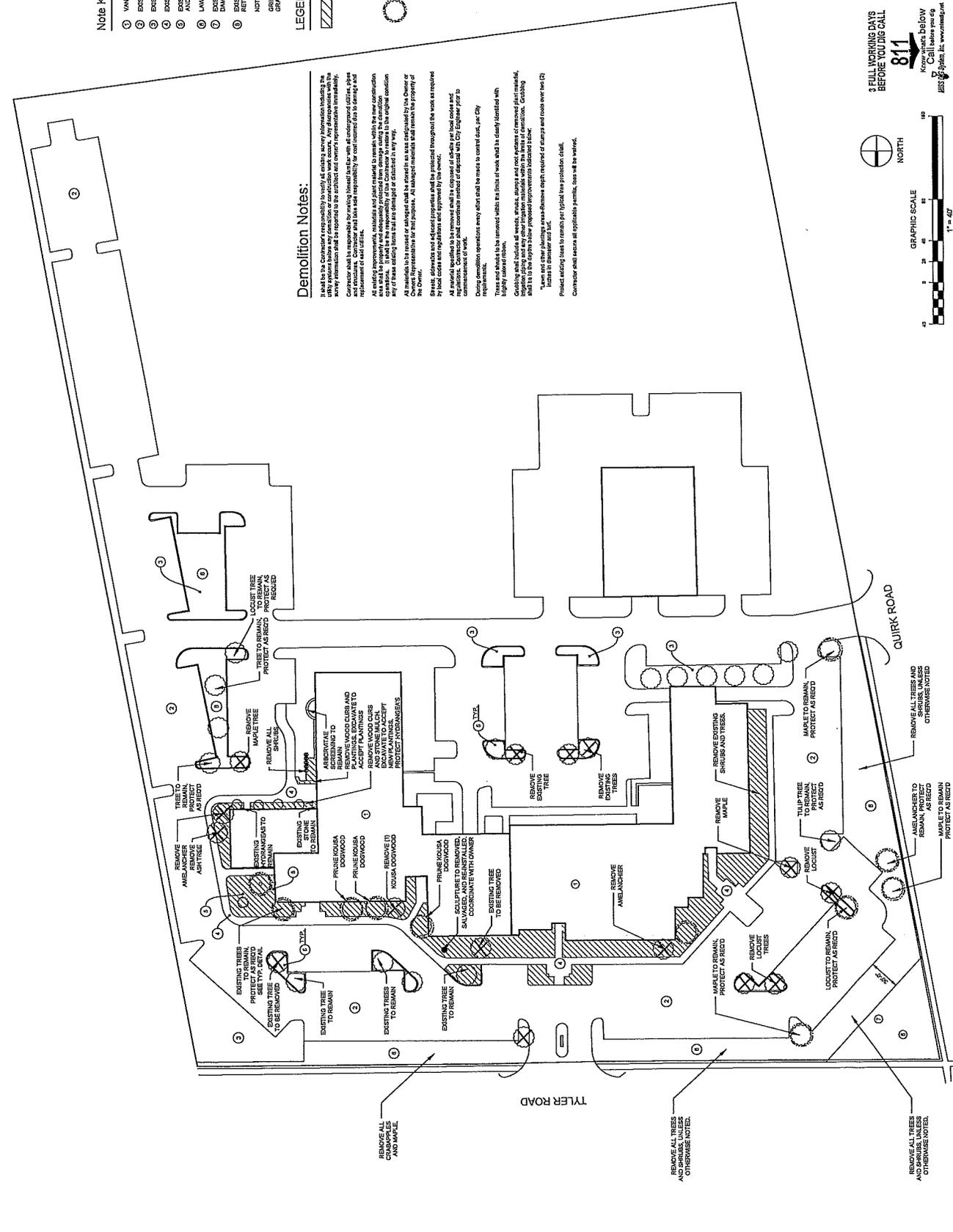
It shall be the Contractor's responsibility to verify all existing survey information including the utility system before any demolition or construction work occurs. Any discrepancies with the survey information shall be reported to the City Engineer and the City Engineer shall be notified in writing. The Contractor shall be held responsible for any and all damages to existing utilities, structures, and other improvements. The Contractor shall have sole responsibility for cost incurred due to damage and replacement of such utilities.

All materials to be removed shall be clearly identified with the Contractor's name and phone number. All materials to be removed shall be clearly identified with the Contractor's name and phone number. All materials to be removed shall be clearly identified with the Contractor's name and phone number.

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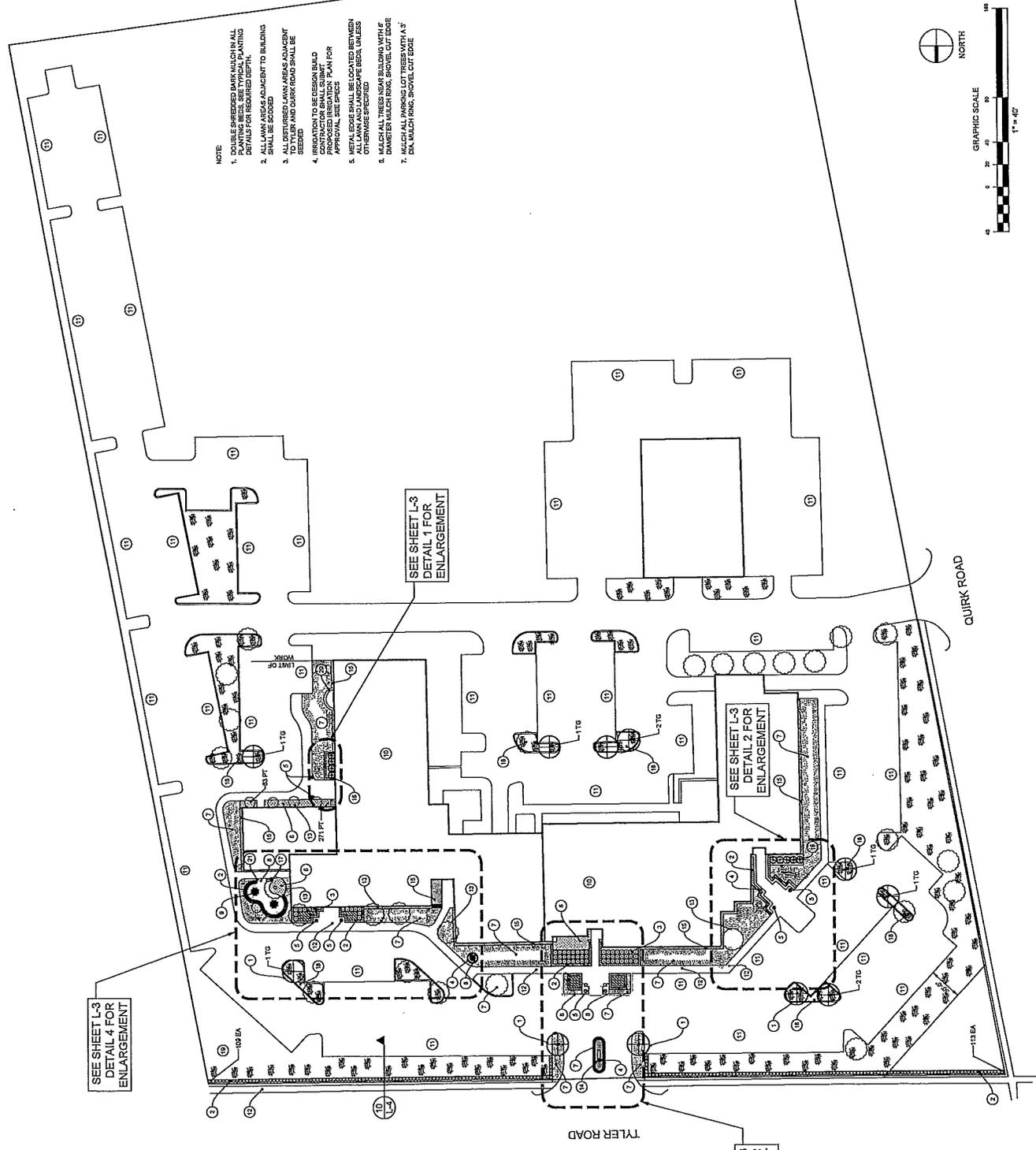
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Note Key

- ① DECIDUOUS TREE PLANTING, SEE TYP. DETAIL
- ② HEDGE PLANTINGS, SEE TYP. DETAIL
- ③ SHRUB PLANTINGS, SEE TYP. DETAIL
- ④ PERENNIAL PLANTINGS, SEE TYP. DETAIL
- ⑤ DECORATIVE POT, SEE TYP. DETAIL
- ⑥ GROUND COVER PLANTINGS, SEE TYP. DETAIL
- ⑦ SCODD LAMM ON SCARPING/PAVING GRABBED WORK, SEE SHEET L-3 FOR TYPE, DETAIL, SEE SHEET L-3 FOR LOCATION
- ⑧ PRECAST CONCRETE PAVES, SEE TYP. DETAIL, SEE SHEET L-3 FOR TYPE, DETAIL, SEE SHEET L-3 FOR LOCATION
- ⑨ VAN BUREN TOWNSHIP BUILDING
- ⑩ EXISTING PARKING
- ⑪ EXISTING WALK
- ⑫ EXISTING TREES TO REMAIN, PROTECT AS REQUIRED, TYP.
- ⑬ EXISTING SIGN, COORDINATE LANDSCAPE INSTALLATION
- ⑭ STONE MULCH MAINTENANCE EDGE, SEE TYP. DETAIL
- ⑮ CRANBERRY, TREE PLANTING, SEE TYP. DETAIL
- ⑯ PLANTING SEE TYP. DETAIL, SEE SHEET L-3 FOR LOCATION
- ⑰ TOP PRESSES WITH IMPORTED SCREENED TOPSOIL AND OVER SEED PARKING LOT AND DRIVEWAYS, SEE SHEET L-3 FOR SPECIFICATIONS AND DRIVE ROAD PER SPECIFICATIONS
- ⑱ EXISTING LANDSCAPE TO REMAIN
- ⑲ EXISTING ARBORES SCREENING TO REMAIN, PROTECT AS REQUIRED
- ⑳ ASH URN, SEE TYP. DETAIL, SEE SHEET L-3 FOR LOCATION

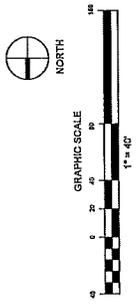
- NOTE**
1. DOUBLE SPREADER MARKING SHALL BE USED FOR ALL PLANTING DETAILS FOR REQUIRED DEPTH.
 2. ALL LAWN AREAS ADJACENT TO BUILDINGS SHALL BE SCODD.
 3. ALL DISTURBED LAWN AREAS ADJACENT TO BUILDINGS SHALL BE SEED.
 4. IRRIGATION TO BE DESIGN BUILT CONTRACTOR SHALL SUBMIT IRRIGATION PLAN FOR APPROVAL, SEE SPECS.
 5. METAL EDGE SHALL BE LOCATED BETWEEN ALL LAWN AND LANDSCAPE BEDS, UNLESS OTHERWISE NOTED.
 6. MULCH ALL TREES, SIGN BUILDING WITH 4" DAMPEN MULCH RING, SHOVEL CUT EDGE
 7. MULCH ALL PARKING LOT TREES WITH A 3" DIA. MULCH RING, SHOVEL CUT EDGE



Client	Van Buren Township
Address	10000 Tyler Road Van Buren, MI 48111
City	Van Buren Township
Address	10000 Tyler Road Van Buren, MI 48111
Drawn	URS-192
Checked	MSR
Date	09.28.19
Scale	AS SHOWN
Project No.	01.15.20_B003
Sheet No.	LANDSCAPE PLAN
Sheet Title	LANDSCAPE PLAN
Scale	AS SHOWN
Project No.	01.15.20_B003
Sheet No.	L-2
Sheet Title	LANDSCAPE PLAN

811
Know what's below
Call before you dig
888-338-8111

3 FULL WORKING DAYS BEFORE YOU DIG CALL



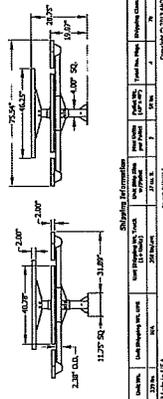


F1403 PICNIC TABLE

Dimensional specifications and assembly instructions for the ANNOVA F1403 picnic table. The table is made of recycled plastic and is designed for outdoor use. It features a 13.5" x 50" x 29" top and a 2.3" x 50" x 13.5" base. The table is supported by four legs and has a total height of 31.87".

Assembly: The table is assembled by attaching the legs to the base and the top to the legs. The table is designed to be assembled by two people.

Notes: The table is made of recycled plastic and is designed for outdoor use. It is not suitable for use in areas with high salt concentrations or other corrosive materials.



Dimensions:

- Top: 13.5" x 50" x 29"
- Base: 2.3" x 50" x 13.5"
- Height: 31.87"
- Leg length: 29.37"
- Base height: 2.3"

Materials: Recycled plastic

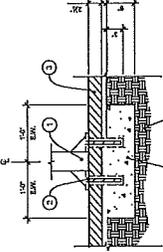
Weight: 15.5 lbs

Color: Charcoal

Finish: Powder coated

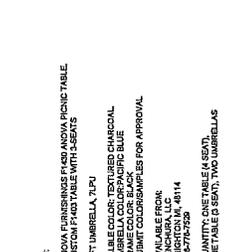
Warranty: 5 years

TYPICAL PICNIC TABLE INSTALLATION



Notes:

- ANNOVA FURNISHINGS F1403 ANNOVA PICNIC TABLE
- 8 FT UMBRELLA, 7/8" I.D.
- TABLE COLOR: TEXTURED CHARCOAL. FRAME COLOR: BLACK. SUBMIT COLOR SAMPLES FOR APPROVAL.
- AVAILABLE FROM: BRIDGTON, ME 04914 800-776-7529
- QUANTITY: ONE TABLE (AS SHOWN). ONE TABLE IS SHOWN, TWO UMBRELLAS.



Dimensions:

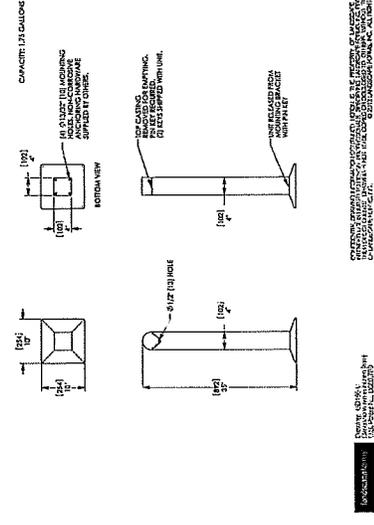
- Table length: 8 FT
- Table width: 29"
- Table height: 29.37"
- Base height: 2.3"

1 LANDSCAPE FORMS

2 COLOR STORM

3 AVAILABLE FROM:

4 QUANTITY: 1

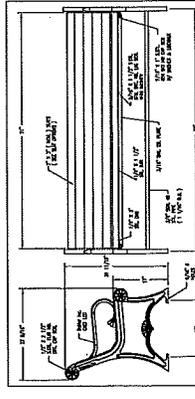


Notes:

- LANDSCAPE FORMS: GRANITE/ASH URN
- COLOR: STORM
- AVAILABLE FROM: KYLE/VERSIMAN 2833/313B
- QUANTITY: 1

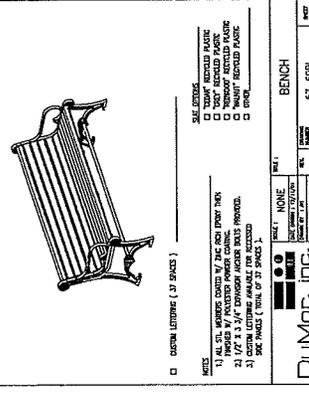
4 PICNIC TABLE

NOT TO SCALE



Notes:

- TABLE: 13.5" x 50" x 29"
- BASE: 2.3" x 50" x 13.5"
- HEIGHT: 31.87"



Notes:

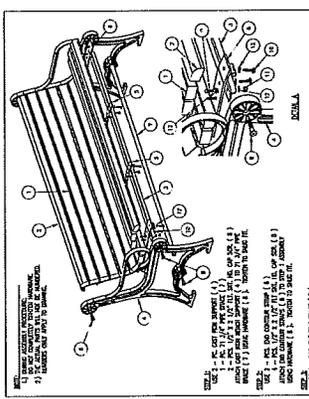
- TABLE: 13.5" x 50" x 29"
- BASE: 2.3" x 50" x 13.5"
- HEIGHT: 31.87"

1 DUMOR 60" BENCH

2 COLOR: BLACK

3 AVAILABLE FROM:

4 QUANTITY: 1

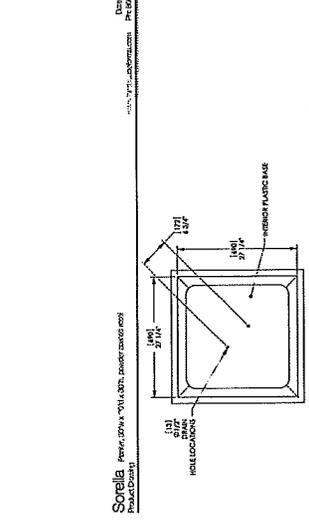


Notes:

- DUMOR 60" BENCH
- COLOR: BLACK
- AVAILABLE FROM: BRIDGTON, ME 04914 800-776-7529
- QUANTITY: 1

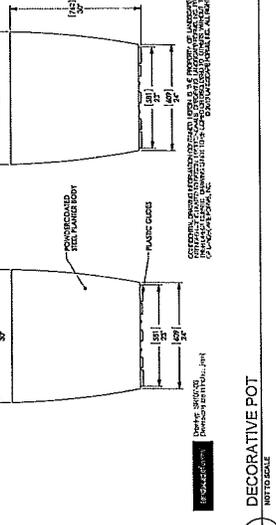
2 ASH URN

NOT TO SCALE



Notes:

- LANDSCAPE FORMS: SORBIA PLANTER
- COLOR: STORM
- AVAILABLE FROM: KYLE/VERSIMAN 2833/313B
- QUANTITY: 1



Notes:

- LANDSCAPE FORMS: SORBIA PLANTER
- COLOR: STORM
- AVAILABLE FROM: KYLE/VERSIMAN 2833/313B
- QUANTITY: 1

RUSSELL DESIGN

LANDSCAPE ARCHITECTURE

DESIGN + P L A N N I N G

114 High Street, Portland, ME 04101

Van Buren Township

8625 Van Road

Van Buren, ME 04811

L-5

LANDSCAPE DETAILS & NOTES

1 DECORATIVE POT

NOT TO SCALE

3 BENCH

NOT TO SCALE

SECTION 00300 - PROPOSAL FORM

Crooked Tree Nursery
 Name of Bidding Contractor

hereinafter referred to as Contractor, declares familiarity with location of proposed work and conditions under which it must be performed, that Drawing(s) and Documents under "Bid Package Table of Contents" have been carefully examined, are understood and accepted as adequate for the purpose, and agrees to Contract with the **Charter Township of Van Buren**, hereinafter referred to as Owner, to perform everything required to be performed and to furnish all labor, materials, tools, equipment, utility, transportation services and supervision necessary to perform and complete, in a satisfactory manner, all work required in conjunction with above named project, and to accept as full payment thereof, subject to additions and/or deletions required by Contract, the sum of Dollars.

TOTAL BASE BID \$ 144762.40

ANALYSIS OF BID:

Unit Costs submitted for Contract additions/deletions, inclusive of any maintenance and guarantee period not separately listed. Total must equal Base Bid above. Contractor responsible to verify estimated quantity material. All work to be installed complete, as detailed on Drawing(s), within quote Base Bid.

Quantity	Description and Size	Unit Cost	Total Cost
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Lump Sum	General Conditions (3% maximum of total bid price. Permit fees and inspection fees are not required)		\$ <u>2000</u>
Lump Sum	Tree Protection Measures, Complete		\$ <u>1000</u>
Lump Sum	Demolition, Complete		\$ <u>3500</u>
Allowance	Automatic Irrigation System, Complete (Contractor is responsible to submit receipts for time and material)		\$ 10,000
1,000 sf.	Precast Concrete Pavers, Complete	\$ <u>18/sf</u>	\$ <u>18000</u>
9 ea.	Malus sargentii, 2.5" caliper, matched	\$ <u>350</u>	\$ <u>3150</u>
2 ea.	Ulmus americana 'Princeton', 2.5" caliper	\$ <u>350</u>	\$ <u>700</u>
9 ea.	Tilia c. 'Greenspire', 2.5" caliper	\$ <u>350</u>	\$ <u>3150</u>
222 ea.	Euonymous a. 'Compactus' 24"-30" ht.	\$ <u>65</u>	\$ <u>14430</u>
62 ea.	Hydrangea quercifolia 'Ruby Slippers', 3 gal.	\$ <u>65</u>	\$ <u>4030</u>

Quantity	Description and Size	Comments	Unit Cost	Total Cost
31 ea.	Thuja occidentalis 'Dark Green'		\$ <u>65</u>	\$ <u>2015</u>
247 ea.	Taxus x. m. 'Hicksii', 24"-30" ht		\$ <u>65</u>	\$ <u>16055</u>
106 ea.	Hosta 'Elegans', 1 gal.		\$ <u>20</u>	\$ <u>2120</u>
154 ea.	Hosta 'Golden Tiara'		\$ <u>20</u>	\$ <u>3080</u>
158 ea.	Hosta 'Golden Tiara', 1 gal.		\$ <u>20</u>	\$ <u>3160</u>
1,027 ea.	Pachysandra terminalis 'Green Carpet', 1 gal.		\$ <u>20</u>	\$ <u>20540</u>
1,350 sy.	Fine Grade and Sodded Lawn		\$ <u>2.85/sf</u>	\$ <u>3847.⁵⁰</u>
4,320 sy.	Fine Grade and Seeded Lawn		\$ <u>0.18/yd</u>	\$ <u>777.⁶⁰</u>
<u>73</u> cy.	Shredded Hardwood Bark Mulch		\$ <u>34.⁹¹/yd</u>	\$ <u>2554.²⁷</u>
<u>27</u> cy.	Stone Mulch Maintenance Edge, complete		\$ <u>39.⁹¹/yd</u>	\$ <u>1079.⁷³</u>
<u>80</u> cy.	Planting Mix		\$ <u>33.²³/yd</u>	\$ <u>2719.²⁰</u>
320 cy.	2" Depth Imported (Ave)., Screened Topsoil		\$ <u>18/yd</u>	\$ <u>5760</u>
<u>200</u> lf	Aluminum Edging		\$ <u>2.⁹¹/lf</u>	\$ <u>598</u>
<u>200</u> lf	Shovel Cut Edge		\$ <u>1.²⁵/lf</u>	\$ <u>250</u>
1 ea.	Bench (Supply and Install)		\$ <u>2619.²⁶</u>	\$ <u>2619.²⁶</u>
1 ea.	Table with Umbrella (4 seats) (Supply and Install)		\$ <u>5169.³⁴</u>	\$ <u>5169.³⁴</u>
1 ea.	Table with Umbrella (3 seats) (Supply and Install)		\$ <u>5169.³⁴</u>	\$ <u>5169.³⁴</u>
1 ea.	Ash Urn (Supply and Install)		\$ <u>880.⁹¹</u>	\$ <u>880.⁹¹</u>
8 ea.	Decorative Pot (Supply and Install)		\$ <u>1880.⁹¹</u>	\$ <u>14407.²⁸</u>
		TOTAL BASE	\$ <u>144762.⁴⁰</u>	

Irrigation Unit Costs

Contractor shall submit **installed** unit prices for items of stated below. Prices shall include all material, equipment, labor, profit and overhead required for the complete installation of the work item. The owner reserves the right to increase or decrease the Total Base Bid on the basis of the unit prices stated. The owner reserves the right, prior to the bid award to negotiate with the bidder on any or all unit prices listed in this proposal. Contractor 'mark-up' will not be paid in addition to the provided unit prices.

Quantity	Description and Size	Comments	Unit Cost
_____ ea.	Rotor Assembly		\$ <u>32</u>

_____ ea.	Rotor Removal		\$ <u>10</u>
Quantity	Description and Size	Comments	Unit Cost
_____ ea.		4" Spray Sprinkler Assembly	\$ <u>10</u>
_____ ea.	4" Spray Sprinkler Removal		\$ <u>10</u>
_____ ea.	12" Spray Sprinkler Assembly		\$ <u>30.⁶²</u>
_____ ea.	12" Spray Sprinkler Removal		\$ <u>10</u>
_____ ea.	Valve Assembly - 1"		\$ <u>58.³⁰</u>
_____ ea.	Valve Assembly - 1 1/2"		\$ <u>95.⁶⁰</u>
_____ ea.	Valve Removal		\$ <u>30</u>
_____ lf.	Installation of 14awg Wire		\$ <u>0.80/lf</u>
_____ lf.	Installation of 1" poly pipe		\$ <u>1.52/lf</u>
_____ lf.	Installation of 1 1/4" poly pipe		\$ <u>2.43/lf</u>
_____ lf.	Installation of 1 1/2" poly pipe		\$ <u>3.10/lf</u>
_____ lf.	Installation of 2" poly pipe		\$ <u>3.85/lf</u>
_____ lf.	Installation of 1 1/2" PVC		\$ <u>4.45/lf</u>
_____ lf.	Installation of 1 1/2" PVC		\$ <u>4.95/lf</u>
_____ lf.	Installation of 2" PVC		\$ <u>5.45/lf</u>
_____ ea.	Controller		\$ <u>300</u>
_____ ea.	Installation of QCV		\$ <u>136.⁴⁰</u>
_____ ea.	Removal of QCV		\$ <u>30</u>
_____ lf.	4" Sched. 40 PVC Sleeve/Bore		\$ <u>18/lf</u>
_____ ea.	Rain Sensor		\$ <u>85</u>

*Upon acceptance of this bid, a full irrigation plan will be provided.

REQUIRED ALTERNATES

Contractor shall submit **installed** prices for items of stated below. Prices shall include all material, equipment, labor, profit and overhead required for the complete installation of the work item. The owner reserves the right to increase or decrease the Total Base Bid on the basis of the alternate prices stated. The owner reserves the right, prior to the bid award to negotiate with the bidder on any or all alternate prices listed in this proposal. Contractor 'mark-up' will not be paid in addition to the provided prices.

Alternate 1:

In Lieu of supplying and installing site furniture, contractor shall install only.

1 ea. Bench - Install Only	\$ <u>419.²⁶</u>	\$ <u>419.²⁶</u>
2 ea. Table with umbrella – Install Only	\$ <u>419.²⁶</u>	\$ <u>838.⁵²</u>
1 ea. Ash Urn – Install Only	\$ <u>54.⁶⁹</u>	\$ <u>54.⁶⁹</u>
8 ea. Decorative Pot – Install Only	\$ <u>54.⁶⁹</u>	\$ <u>437.⁵²</u>

VOLUNTARY ALTERNATES

Contractor shall submit **installed** prices for items of stated below. Prices shall include all material, equipment, labor, profit and overhead required for the complete installation of the work item. The owner reserves the right to increase or decrease the Total Base Bid on the basis of the alternate prices stated. The owner reserves the right, prior to the bid award to negotiate with the bidder on any or all alternate prices listed in this proposal. Contractor 'mark-up' will not be paid in addition to the provided prices.

1. _____ ADD / DEDUCT: \$ _____
2. _____ ADD / DEDUCT: \$ _____
3. _____ ADD / DEDUCT: \$ _____

Contractor acknowledges following addenda covering revisions to Drawing(s) or Specifications;
 Cost of such revisions has been included in quoted base bid.

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Our subcontractors will be:

Name:

Address:

Specialty:

_____	_____	_____
_____	_____	_____
_____	_____	_____

** Upon acceptance of this bid, deduct. may be available with concrete pavers from vendors*

Bidding Contractor: Crooked Tree Nursery
Complete Address: 2881 W. Bennington Rd.
County: _____ Telephone: (989) 472-4408
By: Eddie Louch Title: Owner
Dated this 11 day of Feb. 2020
Circle One: Corporation Partnership, Individual

END OF SECTION 00300

CERTIFICATE OF INSURANCE

Scan Code
CERT

FARM BUREAU MUTUAL INSURANCE COMPANY OF MICHIGAN
 FARM BUREAU GENERAL INSURANCE COMPANY OF MICHIGAN
 Lansing, Michigan 48909

AMENDED

Name and Address of Certificate Holder:

VAN BUREN TOWNSHIP
46425 TYLER RD.
VAN BUREN TOWNSHIP, MI 48111

Named Insured and Address:

CROOKED TREE NURSERY LLC
2881 W. BENNINGTON RD.
OWOSSO, MI. 48867

Issue Date: **02/11/2020**

This is to certify that the following policy(ies) of insurance has (have) been or will be issued by the Company to the Named Insured. This certificate is not a guarantee that the policy(ies) will remain in effect until its (their) stated expiration date. In the event of cancellation of any of the insurance policies before the expiration date, the Company will endeavor to mail notice of such cancellation to the Certificate Holder designated above at their last known address, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not amend, extend, or alter the coverage afforded by the policy(ies) of insurance indicated below. The information conveyed in this Certificate of Insurance is only valid for the indicated policy periods. Certificates of Insurance for subsequent policy periods must be requested by the Certificate Holder.

Type of Insurance	Policy Number	Policy Period	Limits of Liability
Business Auto Liability • Specifically Described Autos (Symbol 7) <input type="checkbox"/> Hired Auto (Symbol 8) <input type="checkbox"/> Non-Owned Auto (Symbol 9)	BAP 2740523	Eff. 09/28/2019 Exp. 09/28/2020	Combined Single Limit \$ 1,000,000 Each Accident
Worker's Disability Compensation	WCC 2740530	Eff. 03/28/2019 Exp. 03/28/2020	Coverage A - Statutory Coverage B - Bodily Injury by Accident \$ 1,000,000 Each Accident (Employer's Liab.) Bodily Injury by Disease \$ 1,000,000 Each Employee Bodily Injury by Disease \$ 1,000,000 Policy Limit
Comprehensive General Liability or Commercial Package <input checked="" type="checkbox"/> Including <input type="checkbox"/> Excluding Products-Completed Operations <input checked="" type="checkbox"/> Hired Auto <input checked="" type="checkbox"/> Non-Owned Auto <input type="checkbox"/> CERTIFICATE HOLDER is an Additional Insured on the Comprehensive General Liability Policy. <input type="checkbox"/> Excluding:	CPP 2868519	Eff. 03/28/2019 Exp. 03/28/2020	Each Occurrence \$ 2,000,000 Products Aggregate \$ 4,000,000 General Aggregate \$ 4,000,000 Medical Payments Limit \$ 10,000
Owners' or Contractors' Protective Liability		Eff. Exp.	Each Occurrence \$ General Aggregate \$
Products - Completed Operations Liability		Eff. Exp.	Each Occurrence \$ Products Aggregate \$
Umbrella Liability		Eff. Exp.	Limit \$
Farmowners Liability Including Products Business Pursuits <input type="checkbox"/> Excluded <input type="checkbox"/> Included		Eff. Exp.	Limit \$ Type: Describe:
Other		Eff. Exp.	

X _____
 Authorized Signature

4297
 Agent No.

(810) 655-4691
 Agent Phone Number