

**CHARTER TOWNSHIP OF VAN BUREN BOARD OF TRUSTEES  
MAY 18, 2015 WORK STUDY MEETING, TENTATIVE AGENDA**

**ROLL CALL:**

Supervisor Combs \_\_\_\_\_  
Clerk Wright \_\_\_\_\_  
Treasurer Budd \_\_\_\_\_  
Trustee Hart \_\_\_\_\_  
Trustee Jahr \_\_\_\_\_

Trustee McClanahan \_\_\_\_\_  
Trustee Miller \_\_\_\_\_  
Engineer Nummer \_\_\_\_\_  
Attorney McCauley \_\_\_\_\_  
Secretary Montgomery \_\_\_\_\_

**UNFINISHED BUSINESS:**

**NEW BUSINESS:**

1. Discussion on the 2015 Concert Series line up and the performance contracts between the Township and the artists.
2. Discussion on the contract with Zambelli Fireworks Company for the 2015 Fireworks Show.
3. Discussion on Ordinance 05-19-2015 (1) to rezone parcel V125-83-118-99-0020-000 from C (Local Business) to R-1A (Single Family Residential) as recommend by the Planning Commission.
4. Discussion on the first reading of Ordinance 05-19-15 (2) to amend the Charter Township of Van Buren Zoning Ordinance 6-2-92 as amended, to permit outdoor dining and table service in the C-1 (General Business) Zoning District as recommended by the Planning Commission.
5. Discussion on Resolution 2015-16 to reprogram (transfer) Community Development Block Grant (CDBG) Housing Rehabilitation funds and utilize this transfer by creating a new project Demolition.
6. Discussion on a property owner appeal regarding the denial, from the Township Development Director, on a proposed enclosed building addition which would extend into the Township lake property.
7. Discussion on Resolution 2015-19 The Venetian, Jeanette and Dewitt Road Improvement District-Special Assessment District Assessment roll.
8. Discussion on Resolution 2015-20 authorizing a loan to the Venetian, Jeanette and Dewitt Road Improvement District- Special Assessment District from the landfill fund.
9. Discussion on the memorandum of understanding between Walden Woods Homeowners Association and the Township for road rehabilitation funding under the Wayne County Local Roads Initiative Program.
10. Discussion on Resolution 2015-21 the contract with Wayne County for the Local Road Initiative Program and authorize the Supervisor and Clerk to execute the agreement.
11. Discussion on the contract with Wade-Trim to perform engineering services under the Wayne County Local Roads Initiative Program for the (1) The Venetian, Jeanette, and Dewitt Road Improvement District-Special Assessment District in the amount of \$45,000.00 and the Walden Woods Homeowners Association for \$8,500.00 and authorize the Supervisor and Clerk to execute the agreement.

**PUBLIC COMMENT:**

**ADJOURNMENT:**

**CLOSED SESSION:**

**ADJOURNMENT:**

# Charter Township of Van Buren

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

## REQUEST FOR BOARD ACTION

WORK STUDY MEETING: MAY 18, 2015

BOARD MEETING DATE: JUNE 2, 2015

New Business	Unfinished Business	Public Hearing	Consent Agenda <b>X</b>
<b>ITEM (SUBJECT)</b>			
Consider approval of the 2015 Concert Series line up and authorize the Supervisor and the Clerk to execute the performance contracts for the performers.			
<b>DEPARTMENT</b>			
Parks & Recreation			
<b>PRESENTER</b>			
Jennifer Zaenglein, Parks and Recreation Deputy Director			
<b>PHONE NUMBER</b>			
734-699-8921			
<b>INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)</b>			
N/A			

### Agenda topic

<b>ACTION REQUESTED</b>
Consider approval of the 2015 Concert Series line up and authorize the Supervisor and the Clerk to execute the performance contracts for the performers.

<b>BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)</b>
The Van Buren Parks and Recreation Department is seeking approval for the 2015 Summer Concert Series line up and to authorize the Supervisor and the Clerk to execute the performance contracts with the performers.

The 2015 Summer Concert Series will run on Wednesday evenings from 7-8:30 beginning on July 1<sup>st</sup> at Van Buren Park. ( Except for the night of the fireworks performance will be 7-8:30 on Saturday June 27th )

<b>2015 Summer Concert Line up:</b>	
June 27 <sup>th</sup>	Rich Eddy's Rockin Oldies Band (\$800) Performance location Beck Bellfield for Fireworks
July 1 <sup>ST</sup>	Belleville Community Band (\$500) performance location Walgreens parking lot
July 8 <sup>th</sup>	Howlin' Mercy (\$500) performance location Van Buren Park
July 15 <sup>th</sup>	Toppermost (\$900) performance location Van Buren Park
July 22 <sup>ND</sup>	The Dan Rafferty Band (\$2250) performance location Quirk Park
July 29 <sup>th</sup>	The Music Lady (\$500) performance location Quirk Park

Total cost for concerts \$5450.00

Current amount of sponsorships from local business \$900.00 (as of 30 April 2015)

<b>BUDGET IMPLICATION</b>	N/A
<b>IMPLEMENTATION NEXT STEP</b>	Authorize the Supervisor and Clerk to execute the agreement.

<b>DEPARTMENT RECOMMENDATION</b>	Supervisor and Clerk to execute the contract
<b>COMMITTEE/COMMISSION RECOMMENDATION</b>	Recreation committee motion (see attachment)

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

<b>ADDITIONAL REMARKS</b>	
<b>APPROVAL OF SUPERVISOR</b>	

## Amended Performance Contract

Charter Township of Van Buren known as the "client" agrees to hire Rich Eddy's Rockin' Oldies henceforth known as the "artist". Witnesseth that, said artist agrees to render the service set forth in this contract to the client:

1. Names and addresses of place of engagement: Beck Ball fields 10200 Beck Belleville, MI 48111
2. Dates of engagement: June 27th
3. Performance time: 7pm - 8:30pm
4. Type of engagement: Outdoor Concert
5. Agreed price for engagement: \$ 800.00 Payable to James Davis on the day of the engagement. W-9 must be completed; compensation will be made with Township issued check.
6. If the engagement is cancelled by the client within 30 days of the engagement, 50% of this contract is due to the artist.
1. Please advise of the power supply needed for the band equipment three weeks prior to the engagement.

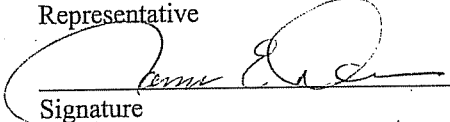
Charter Township Van Buren  
Print client name

Rich Eddy's Rockin' Oldies  
Name of Artist

\_\_\_\_\_  
Signature of Township Supervisor

James Davis  
Representative

\_\_\_\_\_  
Signature of Township Clerk

  
Signature

46425 Tyler Road  
Print Address

11300 Cathy Drive  
Print Address

Van Buren Township, MI 48111  
City, State, Zip

Goodrich, MI 48438  
City, State, Zip

(734)699-8921  
Telephone

(248)701-0555  
Telephone

The agreement of the artist to perform is subject to proven detention by sickness, accident, or accidents to means of transportation, riots, strikes, act of God, or any other legitimate conditions beyond the control of the client(s).

The artist is signing this contract and hereby assumes liability for the amount stated herein.

## Amended Performance Contract

Charter Township of Van Buren known as the "client" agrees to hire Belleville Community Band Council henceforth known as the "artist". Witnesseth that, said artist agrees to render the service set forth in this contract to the client:

1. Names and addresses of place of engagement: Walgreens 10276 Belleville Road Belleville, Mi 48111
2. Dates of engagement: July 1, 2015 0
3. Performance time: 7pm - 8:30pm
4. Type of engagement: Outdoor Concert
5. Agreed price for engagement: \$ 500.00 payable to Belleville Community Band Council on the day of the engagement. W-9 must be completed; compensation will be made with Township issued check.
6. If the engagement is cancelled by the client within 30 days of the engagement, 50% of this contract is due to the artist.
7. Sound will be provided by the band.
8. Please advise of the power supply needed for the band equipment three weeks prior to the engagement.

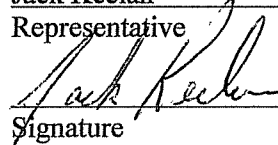
Charter Township Van Buren  
Print client name

Belleville Community Band Council  
Name of Artist

\_\_\_\_\_  
Signature of Township Supervisor

Jack Keelan  
Representative

\_\_\_\_\_  
Signature of Township Clerk

  
Signature

46425 Tyler Road  
Print Address

48825 Hull Road  
Print Address

Van Buren Township, MI 48111  
City, State, Zip

Van Buren Township MI 48111  
City, State, Zip

(734)699-8921  
Telephone

248.982.2282  
Telephone

The agreement of the artist to perform is subject to proven detention by sickness, accident, or accidents to means of transportation, riots, strikes, act of God, or any other legitimate conditions beyond the control of the client(s).

The artist is signing this contract and hereby assumes liability for the amount stated herein.



# Performance Contract

HOWLIN

(2)

Charter Township of Van Buren known as the "client" agrees to hire Howling Mercy henceforth known as the "artist". Witnesseth that, said artist agrees to render the service set forth in this contract to the client:

1. Names and addresses of place of engagement: Van Buren Park, 50901 S. I-94 Service Drive Belleville, MI 48111
2. Dates of engagement: July 8, 2015
3. Performance time: 7pm - 8:30pm
4. Type of engagement: Outdoor Concert
5. Agreed price for engagement: \$ 500.00 payable to Andrew Johnson on the day of the engagement. W-9 must be completed; compensation will be made with Township issued check.
6. If the engagement is cancelled by the client within 30 days of the engagement, 50% of this contract is due to the artist.
7. Sound will be provided by the band.

Charter Township Van Buren  
Print client name

\_\_\_\_\_  
Signature of Township Supervisor

\_\_\_\_\_  
Signature of Township Clerk

46425 Tyler Road  
Print Address

Van Buren Township, MI 48111  
City, State, Zip

(734)699-8921  
Telephone

HOWLIN  
Howling Mercy  
Name of Artist

Andrew Johnson  
Representative

Andrew Johnson  
Signature

8892 Sarah Lane  
Print Address

Grosse Ile, MI 48138  
City, State, Zip

734.771.0151  
Telephone

The agreement of the artist to perform is subject to proven detention by sickness, accident, or accidents to means of transportation, riots, strikes, act of God, or any other legitimate conditions beyond the control of the client(s).

The artist is signing this contract and hereby assumes liability for the amount stated herein.

# Performance Contract

Charter Township of Van Buren known as the "client" agrees to hire Toppermost Productions henceforth known as the "artist". Witnesseth that, said artist agrees to render the service set forth in this contract to the client:

1. Names and addresses of place of engagement: Van Buren Park, 50901 S. I-94 Service Drive Belleville, Mi 48111
2. Dates of engagement: July 15, 2015
3. Performance time: 7pm – 8:30pm
4. Type of engagement: Outdoor Concert
5. Agreed price for engagement: \$900.00 payable to Toppermost Productions on the day of the engagement. W-9 must be completed; compensation will be made with Township issued check.
6. If the engagement is cancelled by the client within 30 days of the engagement, 50% of this contract is due to the artist.
7. Sound will be provided by the band.

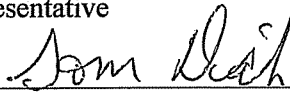
Charter Township Van Buren  
Print client name

Toppermost Productions  
Name of Artist

\_\_\_\_\_  
Signature of Township Supervisor

Tom Diab  
Representative

\_\_\_\_\_  
Signature of Township Clerk

  
Signature

46425 Tyler Road  
Print Address

9436 Horseshoe Bend  
Print Address

Van Buren Township, MI 48111  
City, State, Zip

Dexter, Mi 48130  
City, State, Zip

(734)699-8921  
Telephone

(734)239-1225  
Telephone

The agreement of the artist to perform is subject to proven detention by sickness, accident, or accidents to means of transportation, riots, strikes, act of God, or any other legitimate conditions beyond the control of the client(s).

The artist is signing this contract and hereby assumes liability for the amount stated herein.

## Amended Performance Contract

Charter Township of Van Buren known as the "client" agrees to hire E3 Detroit henceforth known as the "artist". Witnesseth that, said artist agrees to render the service set forth in this contract to the client:

1. Names and addresses of place of engagement: Quirk Park 46270 Ayres Belleville, MI 48111
2. Dates of engagement: July 22, 2015
3. Performance time: 7pm - 8:30pm
4. Type of engagement: Outdoor Concert
5. Agreed price for engagement: \$ 2250.00 payable E3 Detroit on the day of the engagement. W-9 must be completed; compensation will be made with Township issued check.
6. If the engagement is cancelled by the client within 30 days of the engagement, 50% of this contract is due to the artist.
7. Please advise of the power supply needed for the band equipment three weeks prior to the engagement.

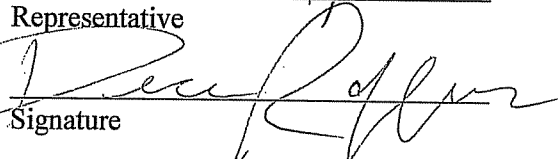
Charter Township Van Buren  
Print client name

The Dan Rafferty Band  
Name of Artist

\_\_\_\_\_  
Signature of Township Supervisor

Derek Rafferty  
Representative

\_\_\_\_\_  
Signature of Township Clerk

  
Signature

46425 Tyler Road  
Print Address

42020 Koppernick Rd Suite 204  
Print Address

Van Buren Township, MI 48111  
City, State, Zip

Canton, MI 48107  
City, State, Zip

(734)699-8921  
Telephone

(734) 620-1159  
Telephone

The agreement of the artist to perform is subject to proven detention by sickness, accident, or accidents to means of transportation, riots, strikes, act of God, or any other legitimate conditions beyond the control of the client(s).

The artist is signing this contract and hereby assumes liability for the amount stated herein.

## Amended Performance Contract

Charter Township of Van Buren known as the "client" agrees to hire The Music Lady henceforth known as the "artist". Witnesseth that, said artist agrees to render the service set forth in this contract to the client:

2. Dates of engagement: July 29, 2015
3. Performance time: 7pm - 8:30pm
4. Type of engagement: Outdoor Concert
5. Agreed price for engagement: \$ 500.00 payable to Beverly Meyer on the day of the engagement. W-9 must be completed; compensation will be made with Township issued check.
6. If the engagement is cancelled by the client within 30 days of the engagement, 50% of this contract is due to the artist.
7. Sound will be provided by the band. WE WILL PROVIDE POWER AS WELL

Charter Township Van Buren  
Print client name

\_\_\_\_\_  
Signature of Township Supervisor

\_\_\_\_\_  
Signature of Township Clerk

46425 Tyler Road  
Print Address

Van Buren Township, MI 48111  
City, State, Zip

(734)699-8921  
Telephone

The Music Lady  
Name of Artist

Beverly Meyer  
Representative  
Beverly Meyer  
Signature

PO Box 1226  
Print Address

Southgate, MI 48195  
City, State, Zip

(734)362-0877  
Telephone

The agreement of the artist to perform is subject to proven detention by sickness, accident, or accidents to means of transportation, riots, strikes, act of God, or any other legitimate conditions beyond the control of the client(s).

The artist is signing this contract and hereby assumes liability for the amount stated herein.

May 5, 2015

# Charter Township of Van Buren

## REQUEST FOR BOARD ACTION

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

**WORK STUDY DATE: MAY 18, 2015**  
**BOARD MEETING DATE: JUNE 2, 2015**

New Business	Unfinished Business	Public Hearing	Consent Agenda X
<b>ITEM (SUBJECT)</b>	Consider approval of Zambelli Fireworks Company for the 2015 Fireworks Show and have the Supervisor and Clerk execute the contract.		
<b>DEPARTMENT</b>	Parks & Recreation		
<b>PRESENTER</b>	Director Jennifer Wright and Supervisor Combs		
<b>PHONE NUMBER</b>	734-699-8921		
<b>INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)</b>	N/A		

### Agenda topic

#### ACTION REQUESTED

Consider approval of Zambelli Fireworks Company for the 2015 Fireworks Show and have the Supervisor and Clerk execute the contract

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

Once again Zambelli Fireworks Company will be able to provide the most fireworks for a \$10,000 show. Last month the recreation department received three bids for the 2015 Fireworks Show. Zambelli Fireworks Company will be able to provide the best variety of fireworks and the best bang for our buck. The Van Buren Parks and Recreation Department has worked with Zambelli Fireworks Company for many years, and Zambelli was awarded the bid last year. They have proven to be a professional and dedicated company. The 2015 Fireworks Show will cost \$10,000 which has been budgeted in line item 101-718-819-000 Contracted Services. This fireworks show is set for Beck Ball Fields on June 27, 2015 (rain date is set for June 28). Rich and Eddy's Rocking Oldies will be performing this night as well from 7:00p.m.-8:30p.m. at Beck Ball Fields on a portable stage.

<b>BUDGET IMPLICATION</b>	Cost of show is \$10,000 to be expensed from the budgeted line item (101-718-819-000) Contracted Services. Supervisor Combs will be seeking donations from corporate businesses for any overtime of wages that occur with police and fire personnel.
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<b>IMPLEMENTATION NEXT STEP</b>	Contact Zambelli Fireworks Company
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<b>DEPARTMENT RECOMMENDATION</b>	Approval
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<b>COMMITTEE/COMMISSION RECOMMENDATION</b>	At the April 14, 2015 Recreation Committee Meeting the committee made a motion for the Township Board to approve Zambelli Fireworks.
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***Motion***

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*Motion Villa, Wall second to recommend to the Township Board Zambelli International for the 2015 Fireworks Display.*

*Yeas: Wright, Wall, Villa, Sherman, Nofz and Coleman.*

*Nays: None.*

*Absent: Duff.*

*Motion Carried.*

*I hereby certify the foregoing is a true and correct copy of the motion made at the Recreation Committee meeting held on April 14, 2015.*

A handwritten signature in black ink, appearing to read 'CHAD', followed by a horizontal line extending to the right.

*Christina Harman  
Recording Secretary*



# ZABELLI FIREWORKS MANUFACTURING CO.

THIS CONTRACT AND AGREEMENT (this "Contract") is made effective as of this 7<sup>th</sup> day of May, 2014, by and between:

*Zambelli Fireworks Manufacturing Co.* of New Castle, Pennsylvania (hereinafter referred to as "Zambelli"),

-AND-

*Charter Township of Van Buren – Belleville, MI* – (hereinafter referred to as "Client").

WHEREAS, Zambelli is in the business of designing and performing exhibitions and displays of fireworks; and

WHEREAS, Client desires that Zambelli provide an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof, and Zambelli desires to perform an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual agreements herein contained:

Zambelli, intending to be legally bound, agrees as follows:

1. Zambelli agrees to sell, furnish and deliver to Client a fireworks display [per the program submitted by Zambelli to Client, accepted by Client and made a part hereof] (hereinafter referred to as the "Display") to be exhibited on the display date set forth below (hereinafter referred to as the "Display Date"), or on the postponement date set forth below [if the Display is postponed as provided herein], (hereinafter referred to as the "Postponement Date" which Display Date and Postponement Date have been agreed upon at the time of signing this Contract.

**Display Date: June 27, 2015**

**Postponement Date: June 28, 2015**

2. Zambelli agrees to furnish the services of display technicians (hereinafter referred to as "Display Technicians") who are sufficiently trained to present the Display. Zambelli shall determine in its sole discretion the number of Display Technicians necessary to take charge of and safely present the Display.
3. Zambelli agrees to furnish insurance coverage in connection with the Display for bodily injury and property damage, including products liability, which insurance shall include Client as additional insured regarding claims made against Client for bodily injury or property damage arising from the operations of Zambelli in performing the Display provided for in this Contract. Such insurance afforded by Zambelli shall not include claims made against Client for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below. Client shall indemnify and hold Zambelli harmless from all claims and suits made against Zambelli for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below.

Client, intending to be legally bound, agrees as follows:

4. Client agrees to pay Zambelli the sum of **\$10,000.00** (hereinafter referred to as the "Purchase Price"), one hundred percent (100%) of which is due on the Display Date. In addition, Client agrees to pay twenty percent (20%) of the Purchase Price if the Display is fired on a date other than the Display Date or the Postponement Date ("Alternate Date"). The Alternate Date must occur within six months of the original Display Date at a time agreeable to both Zambelli and the Client. Generally, Alternate Dates will not include the period from June 28<sup>th</sup> through July 7<sup>th</sup>. Checks shall be made payable to Zambelli Fireworks Manufacturing Co., unless otherwise authorized in writing by Zambelli. NO CASH shall be paid to any agent or employee of Zambelli, unless otherwise authorized in writing by Zambelli. There shall be no refund of the Purchase Price due and payable under this paragraph 4, except as specifically provided in paragraph 11 below.
5. Client agrees to meet all deadlines outlined in the Design and Production Provisions, which has been provided to Client, including but not limited to the following:
  - (a) Client must select a suitable place for the Display, including a firing and debris zone reasonably acceptable to Zambelli (hereinafter referred to as the "Display Area") and submit such selection to Zambelli no later than sixty (60) days prior to the Display Date. The Display Area shall adhere to or exceed applicable National Fire Protection Association ("NFPA") standards including the Zambelli guideline that the Display Area have a radius of at least 100 feet per inch (or as mutually agreed to between Zambelli and Client) of the largest diameter pyrotechnic from the firing site in all directions to any parking area, spectators, inhabited buildings, public roads, or active railroad. Client shall submit a site map (attached hereto as Exhibit A) to Zambelli accurately representing the physical characteristics of the Display Area as pertains to NFPA and Zambelli guidelines. The content of the Display may be limited by the selection of the Display Area due to the requirement to provide sufficient safety zones.
6. If, in its sole discretion, Client designates an area for members of the public to view the Display (hereinafter referred to as the "Spectator Area") or an area for vehicular parking (hereinafter referred to as the "Parking Area"), Client shall (a) ensure that the Spectator Area does not infringe on the Display Area, (b) have sole responsibility for ensuring that the terrain of the Spectator Area and any structures thereon, including but not limited to grandstands and bleachers are safe for use by spectators, (c) have sole responsibility for ensuring that the Parking Area is safe for use, (d) have sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and the Parking Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that Zambelli shall not inspect any area other than the Display Area, except to ensure that any Spectator or Parking Areas are outside the Display Area.
7. Prior to, during, and immediately following the Display, Client shall monitor the Display Area and will be solely responsible to keep all persons and property not authorized by Zambelli out of the Display Area and behind safety zone lines and limits.



8. Following the Display, Client shall be solely responsible for policing of the Display Area and for cleanup except as specifically provided in the sentence immediately following. Zambelli shall be responsible for the removal of unexploded fireworks and the cleanup of material debris, the removal of frames, sets and lumber from the Discharge Area, and the refilling of holes created by Zambelli or on behalf of Zambelli within the Discharge Area.
9. Client will include a direct reference to "Zambelli Fireworks" in all promotional material, including but not limited to event schedules; radio, television, newspaper and internet announcements; newspaper articles; and other media.

The parties, intending to be legally bound, mutually agree as follows:

10. It is agreed and understood by the parties hereto that should inclement weather prevent firing of the Display on the Display Date, as determined by the Authority Having Jurisdiction (as defined in paragraph 14 below) or as reasonably determined by Zambelli, then the program shall be postponed and fired on the Postponement Date. If there is no Postponement Date and the Display is not fired on the Display Date, or if inclement weather prevents firing of the Display on the Postponement Date, as determined by the Authority Having Jurisdiction or as reasonably determined by Zambelli, the Display will be cancelled and Client will pay to Zambelli, 35% of the Purchase Price, with any difference in deposit refunded to the Client.
11. Client's cancellation of the Display will only be effective upon receipt by Zambelli of a written notice from an authorized person representing Client. In the event of cancellation of the Display, the parties agree as follows:
  - (a) ~~If Client cancels the Display more than sixty one (61) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to ten percent (10%) of the Purchase Price~~
  - (b) ~~If Client cancels the Display from thirty one (31) to sixty (60) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to twenty percent (20%) of the Purchase Price~~
  - (c) ~~If Client cancels the Display from five (5) to thirty (30) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to thirty percent (30%) of the Purchase Price~~
  - (d) If Client cancels the Display less than five (5) days prior to the day of the Display, Client agrees to pay Zambelli a cancellation fee equal to fifty percent (50%) of the Purchase Price
12. Zambelli reserves the exclusive right to make minor modifications and substitutions to the Display, provided that such changes are reasonable and necessary and do not materially, adversely affect price, time of delivery, functional character or performance of the Display.
13. It shall be within Zambelli's and/or the Authority Having Jurisdiction's discretion to terminate the firing of the Display if any unsafe or unsuitable condition is identified. If such condition is not corrected, Zambelli may cancel the Display without further liability to Client for such cancellation.
14. The parties agree to cooperate with the regulatory authorities having jurisdiction over the Display, including, but not limited to local fire and police departments, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Department of Transportation, the Department of Homeland Security, and the USCG (any such authority having jurisdiction over the Display is sometimes referred to herein as, the "Authority Having Jurisdiction"). The parties acknowledge that such governmental regulatory authorities having jurisdiction over the Display have the right to prohibit the Display until unsafe or unsuitable conditions are corrected.
15. This contract shall be deemed made in the Commonwealth of Pennsylvania and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, excluding its conflict of law rules. The parties agree and consent to the jurisdiction of the courts of the Commonwealth of Pennsylvania and the Federal District Court for the Western District of Pennsylvania to decide all disputes regarding this Contract.
16. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against Client or if a receiver is appointed for Client, Zambelli may refuse to perform under this Contract and may terminate this Contract without prejudice to the rights of Zambelli. If Client's financial condition becomes unsatisfactory to Zambelli, Zambelli may require that Client deposit the balance of the Purchase Price in escrow or provide sufficient proof of its ability to pay the balance of the Purchase Price.
17. Except to the extent, if any, specifically provided to the contrary herein, in no event shall Zambelli be liable to Client for any indirect, special, consequential, incidental or punitive damages or lost profits, however caused and on any theory of liability (including negligence of any kind, strict liability or tort) arising in any way out of this contract, whether or not Zambelli has been advised of the possibility of damages.
18. If Client fails to pay the monies due under this Contract, Zambelli is entitled to recover the balance due plus interest at one and one-half percent (1 ½ %) per month on amounts past due sixty (60) days or more. Further, on balances outstanding one hundred twenty (120) days or more, Zambelli is entitled to recover the balance due, plus accrued interest, plus attorneys fees of ten percent (10%) of the amount past due, plus court costs, or, if less, the maximum amount permitted by law.
19. This Contract shall not be construed to create a partnership or joint venture between the parties or persons mentioned herein.
20. Each party hereunder shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing by a cause or causes beyond its reasonable control, including but not limited to fire, storm, earthquake, flood, drought, accident, explosion, operation malfunction, or interruption, strikes, lockouts, labor disputes, riots, war (whether or not declared or whether or not the United States is a member), Federal, state, municipal or other governmental legal restriction or limitation or compliance therewith, failure or delay of transportation, shortage of, or inability to obtain materials, supplies, equipment, fuel, power, labor or other operational necessity, interruption or curtailment of power supply, or act of God, nature or public enemy.

21. This Contract constitutes the sole and entire understanding of the parties with respect to the matters contemplated hereby and supersedes and renders null and void all prior negotiations, representations, agreements and understandings (oral and written) between the parties with respect to such matters. No change or amendment may be made to this Contract except by an instrument in writing signed by each of the parties.
22. Notices, consents, requests or other communications required or permitted to be given by either party pursuant to this Contract shall be given in writing by first class mail, postage prepaid addressed as follows; if to Zambelli, to the address set forth below; if to Client, to the signer below.
23. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Contract and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. This Contract and all the rights and powers granted by this Contract shall bind and inure to the benefit of the parties and their respective successors and assigns.
24. \_\_\_\_\_

IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above written.

**Charter Township of Van Buren**

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

Dated: \_\_\_\_\_

Its: Supervisor

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

Dated: \_\_\_\_\_

Its: Clerk

**Zambelli Fireworks Manufacturing Co.**

Dated: \_\_\_\_\_

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

ITS: \_\_\_\_\_

Please sign contract where indicated for Client and return all copies for final acceptance to:

**Zambelli Fireworks Manufacturing Co.**

**20 South Mercer Street**

**New Castle, PA 16101**

724-658-6611

800-245-0397

FAX 724-658-8318

# Charter Township of Van Buren

## REQUEST FOR BOARD ACTION

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

<sup>18</sup>  
WORK STUDY MEETING DATE: 5/09/15

BOARD MEETING DATES: 5/19/15 & 6/2/15

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


New Business X

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

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

<b>ITEM (SUBJECT)</b>	Ordinance 5-19-2015 (1) approving change to Zoning Map for rezoning request a for parcel V125-83-118-99-0020-000 from C (Local Business) to R-1A (Single Family Residential) as recommended by the Planning Commission
<b>DEPARTMENT</b>	Developmental Services
<b>PRESENTER</b>	Jack Knowles, Director of Planning and Economic Development
<b>PHONE NUMBER</b>	(734) 699-8913
<b>INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)</b>	

Agenda topic: Rezoning request

<b>ACTION REQUESTED</b>	Approval of ordinance to implement rezoning request approval for parcel V125-83-118-99-0020-000 from C (Local Business) to R-1A (Single Family Residential) as recommended by the Planning Commission
<b>BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)</b>	<p>The Planning Commission has reviewed, held hearing on April 8, 2015 and recommends the rezone of the subject parcel. The site includes a single family structure that has been unoccupied for over one year and has lost its non-conforming status. The applicant wishes to use the structure as a residence.</p> <p>Enclosed is a copy of the April 22, 2015 PC minutes recommending Board approval. The Planner's letter details the circumstances of the site. Ordinance number is 5-19-2005 (1).</p>
<b>BUDGET IMPLICATION</b>	None.
<b>IMPLEMENTATION NEXT STEP</b>	Township Board to approve Ordinance amending the Zoning map to change the designation of parcel V125-83-118-99-0020-000 to R-1A.
<b>DEPARTMENT RECOMMENDATION</b>	Approval
<b>COMMITTEE/COMMISSION RECOMMENDATION</b>	Planning Commission recommends approval of the proposed Zoning Map amendment.
<b>ATTORNEY RECOMMENDATION</b>	N/A
(May be subject to Attorney/Client Privilege and not available under FOIA)	
<b>ADDITIONAL REMARKS</b>	
<b>APPROVAL OF SUPERVISOR</b>	

**CHARTER TOWNSHIP OF VAN BUREN  
WAYNE COUNTY, MICHIGAN  
ORDINANCE 05-19-15 (1)**

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

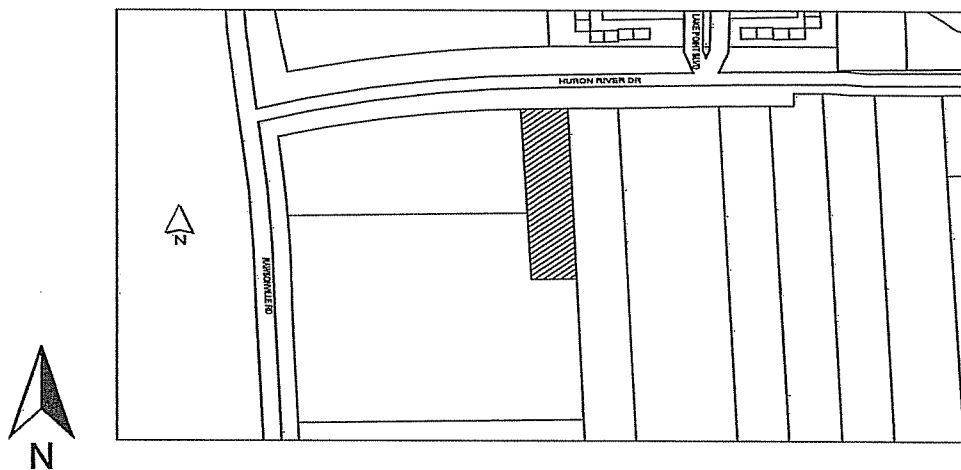
**The Charter Township of Van Buren Ordains:**

**SECTION 1. ORDINANCE AMENDMENT.**

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

**Ordinance No. 05-19-15**

A request to amend the Charter Township of Van Buren Zoning Ordinance 06-02-92, as amended, to amend the zoning map by rezoning parcel V125-83-118-99-0020-000 to R-1A from C-1 Local business.



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

**SECTION 2. SEVERABILITY**

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

**SECTION 3. REPEALER.**

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

**SECTION 4. EFFECTIVE DATE.**

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

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

YEAS:

NAYS:

ABSENT:

ABSTAINED:

This Ordinance shall be immediately recorded by the Township Clerk in the Township Ordinance Book as soon as it is adopted, which record shall be authenticated by the signatures of the Supervisor and Clerk and shall be published in a newspaper of general circulation in the Township within fifteen (15) days of passage. A copy of this Ordinance may be purchased or inspected at the Clerk's Office, 46425 Tyler Road, Van Buren Township, MI 48111 during normal business hours.

I hereby approve the foregoing Ordinance,

---

Leon Wright, Clerk

---

Linda Combs, Supervisor

Published:

Adopted:

Effective:

RECEIVED

# PLANNING & ZONING APPLICATION

Case number RZ 15.002

Date Submitted MAR 13 2015

BY.

## APPLICANT INFORMATION

Applicant David Woodard Phone 313-856 779-8095  
 Address 24040 Stanford Fax \_\_\_\_\_  
 City, State DRU HTS MI Zip 48125  
 E:mail WoodardF92@Gmail.com Cell Phone Number \_\_\_\_\_  
 Property Owner \_\_\_\_\_ Phone \_\_\_\_\_  
 (if different than applicant)  
 Address \_\_\_\_\_ Fax \_\_\_\_\_  
 City, State \_\_\_\_\_ Zip \_\_\_\_\_  
 Billing Contact David Woodard Phone 313 779-8095  
 Address 24040 Stanford Fax \_\_\_\_\_  
 City, State DRU HTS MI Zip 48125

## SITE/PROJECT INFORMATION

Name of Project \_\_\_\_\_  
 Parcel Id No. V125-83- 1189900-20000 Project Address 41257 Huron River Dr  
 Attach Legal Description of Property  
 Property Location: On the South Side of Huron River Dr Road; Between Passenville Road  
 and Farm Road. Size of Lot Width \_\_\_\_\_ Depth \_\_\_\_\_  
 Acreage of Site .55 Total Acres of Site to Review .55 Current Zoning of Site C1  
 Project Description 4 bed room Residential House with garage  
 Is a re-zoning of this parcel being requested? Yes YES (if yes complete next line) NO  
 Current Zoning of Site C1 Requested Zoning R1A

## SPECIAL PERMIT INFORMATION

Does the Proposed Use Require Special Approval? YES (if yes complete next line) NO  
 Section of Zoning Ordinance for which you are applying R1A  
 Is there an official Woodland within parcel? NO Woodland acreage \_\_\_\_\_  
 List total number of regulated trees outside the Woodland area? \_\_\_\_\_ Total number of trees \_\_\_\_\_  
 Detailed description for cutting trees \_\_\_\_\_

If applicable application MUST be accompanied with a Tree Survey or statement of no trees which incorporates all the requirements listed in Section 4.45 of Zoning Ordinance 6-2002 as amended.

## OWNER'S AFFIDAVIT

Print Property Owners Name

Signature of Property Owner

Date

STATE OF MICHIGAN  
 COUNTY OF WAYNE

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public,

County, Michigan

My Commission expires

20\_\_\_\_

Rev 1/12/06

Wayne County Public Records - Full Detail Report

David Woodard owner - 51257 W Huron River drive

Location & Ownership

Property Address:	51257 W Huron River Drive	Property ID:	83118990020000
City/State/Zip:	Belleville, Michigan, 48111-2571	CVT Code:	T
Owner Name:	America's Servicing Company	Lat/Long:	42.203440 / -83.541563
Taxpayer Address:	3476 Stateview Boulevard	Census Tract:	5883
City/State/Zip:	Fort Mill, South Carolina, 29715-7203	Block Group:	3

City/Village/Town:	Van Buren Twp	School District:	Van Buren
Subdivision:		Property Category:	Residential
MLS Area:	05111 - Van Buren	Land Use:	401 - RESIDENTIAL
Legal Description:	30Q1J PT OF NW 1/4 OF SEC 30 BEG 433.90FT AND S88DEG 41M 50S E 415.02FT FROM NW COR OF SEC 30 TH DUE N 371.90FT TH ELY 64.33FT TH DUE S 373.76FT TH N88DEG 41M 50S W 64.34FT POB 0.55 AC		

I David Woodard purchased the property located at 51257 W Huron River Drive for me and my wife and 2 kids to move into. I currently found out the original owner rezoned the property commercial, and I am perusing bring the property back to a residential zoning for me and my family to be able to reside in the home. The current structure is in no way representing a commercial building, instead it follows suit with the rest of the structures on the street being a 4 bedroom single family residual dwelling. I thank you for considering my request and look forward to working diligently with the city to bring the single family home to an occupancy statues for me and my family. Thanks again David Woodard



## COMPLIANCE AGREEMENT

The undersigned buyers/seller hereby agree promptly to furnish, initial or sign any document requested by Stewart Title, LLC, as Closing Agent for the completion or correction of the documentation relating to the closing on the property noted below in accordance with terms thereof. This may include, but is not limited to, such actions as adjusting for clerical errors and omissions on closing documentation, resigning documentation, recording corrective documents and any other actions deemed necessary at the reasonable discretion of Stewart Title.

PROPERTY ADDRESS: 51257 W HURON RIVER DR, BELLEVILLE MI  
48111

Signed the 17 day of 12, 2014

BUYER:

A handwritten signature in black ink, appearing to be "J. B. Smith", written over a horizontal line.

BUYER:

---



# Property Transfer Affidavit

This form is issued under authority of P.A. 415 of 1994. Filing is mandatory.

This form must be filed whenever real estate or some types of personal property are transferred (even if you are not recording a deed). It is used by the assessor to ensure the property is assessed properly and receives the correct taxable value. It must be filed by the new owner with the assessor for the city or township where the property is located within 45 days of the transfer. If the Property Transfer Affidavit is not timely filed, a statutory penalty applies (see page 2). The information on this form is NOT CONFIDENTIAL.

1. Street Address of Property 51257 W HURON RIVER DR, BELLEVILLE MI 48111		2. County WAYNE	3. Date of Transfer (or land contract signed) 12/11/2014
4. Location of Real Estate (Check appropriate field and enter name in the space below.) <input type="checkbox"/> City <input checked="" type="checkbox"/> Township <input type="checkbox"/> Village Van Buren		5. Purchase Price of Real Estate 25000.00	
7. Property Identification Number (PIN). If you don't have a PIN, attach legal description. <b>PIN.</b> This number ranges from 10 to 25 digits. It usually includes hyphens and sometimes includes letters. It is on the property tax bill and on the assessment notice. 83-118-99-0020-000		6. Seller's (Transferor) Name US Bank National Association	
		8. Buyer's (Transferee) Name and Mailing Address David Woodard 24040 Stanford Deaborn Hgts MI 48125	
		9. Buyer's (Transferee) Telephone Number	

Items 10-15 are optional. However, by completing them you may avoid further correspondence.

10. Type of Transfer. <b>Transfers</b> include deeds, land contracts, transfers involving trusts or wills, certain long-term leases and interest in a business. See page 2 for list. <input type="checkbox"/> Land Contract <input type="checkbox"/> Lease <input checked="" type="checkbox"/> Deed <input type="checkbox"/> Other (specify) _____			
11. Was property purchased from a financial institution? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	12. Is the transfer between related persons? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	13. Amount of Down Payment 1000.0	
14. If you financed the purchase, did you pay market rate of interest? <input type="checkbox"/> Yes <input type="checkbox"/> No		15. Amount Financed (Borrowed)	

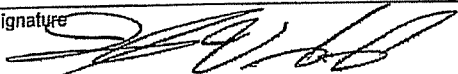
## EXEMPTIONS

The Michigan Constitution limits how much a property's **taxable value** can increase while it is owned by the same person. Once the property is transferred, the taxable value must be adjusted by the assessor in the following year to 50 percent of the property's usual selling price (**State Equalized Value**). Certain types of transfers are exempt from adjustment. Below are brief descriptions of the types of exempt transfers; full descriptions are in MCL Section 211.27a(7)(a-n). If you believe this transfer is exempt, indicate below the type of exemption you are claiming. If you claim an exemption, your assessor may request more information to support your claim.

- ☐ transfer from one spouse to the other spouse
- ☐ change in ownership solely to exclude or include a spouse
- ☐ transfer is by blood or affinity to the first degree
- ☐ transfer of that portion of a property subject to a life lease or life estate (until the life lease or life estate expires)
- ☐ transfer to effect the foreclosure or forfeiture of real property
- ☐ transfer by redemption from a tax sale
- ☐ transfer into a trust where the settlor or the settlor's spouse conveys property to the trust and is also the sole beneficiary of the trust
- ☐ transfer resulting from a court order unless the order specifies a monetary payment
- ☐ transfer creating or ending a joint tenancy if at least one person is an original owner of the property (or his/her spouse)
- ☐ transfer to establish or release a security interest (collateral)
- ☐ transfer of real estate through normal public trading of stocks
- ☐ transfer between entities under common control or among members of an affiliated group
- ☐ transfer resulting from transactions that qualify as a tax-free reorganization
- ☐ transfer of qualified agricultural property when the property remains qualified agricultural property and affidavit has been filed.
- ☐ transfer of qualified forest property when the property remains qualified forest property and affidavit has been filed.
- ☐ transfer of land with qualified conservation easement (land only - not improvements)
- ☐ other, specify: \_\_\_\_\_

## CERTIFICATION

I certify that the information above is true and complete to the best of my knowledge.

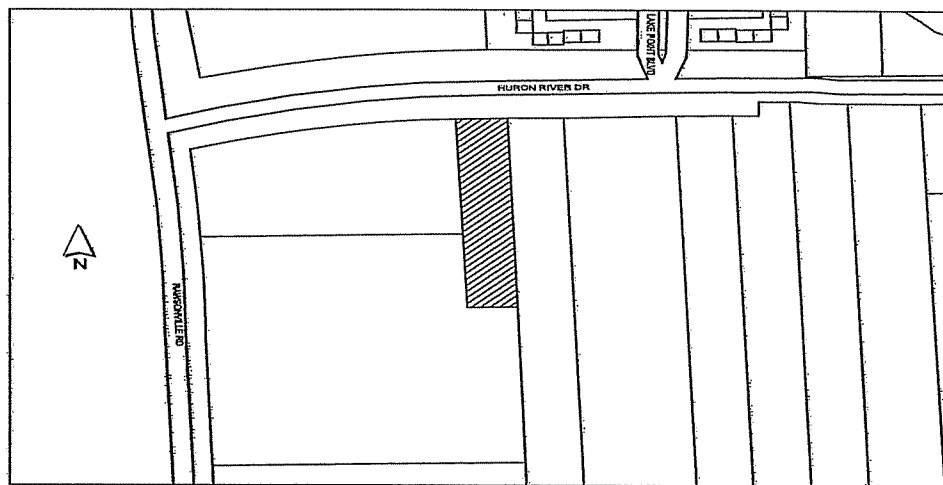
Signature 		Date 12.17.2014
Name and title, if signer is other than the owner	Daytime Phone Number 313-779-8055	E-mail Address DAVE69Cameron@gmail.com

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

The Charter Township of Van Buren Planning Commission will hold a public hearing on Wednesday April 8, 2015 at 7:30 p.m., in the Board of Trustees Room, 46425 Tyler Road, Charter Township of Van Buren, Wayne County, Michigan.

The purpose of this Public Hearing is to consider a request to amend the Zoning Map of the Zoning Ordinance 6/2/92 by rezoning the following described property from C-1 General Business to R-1A Single Family Residential.

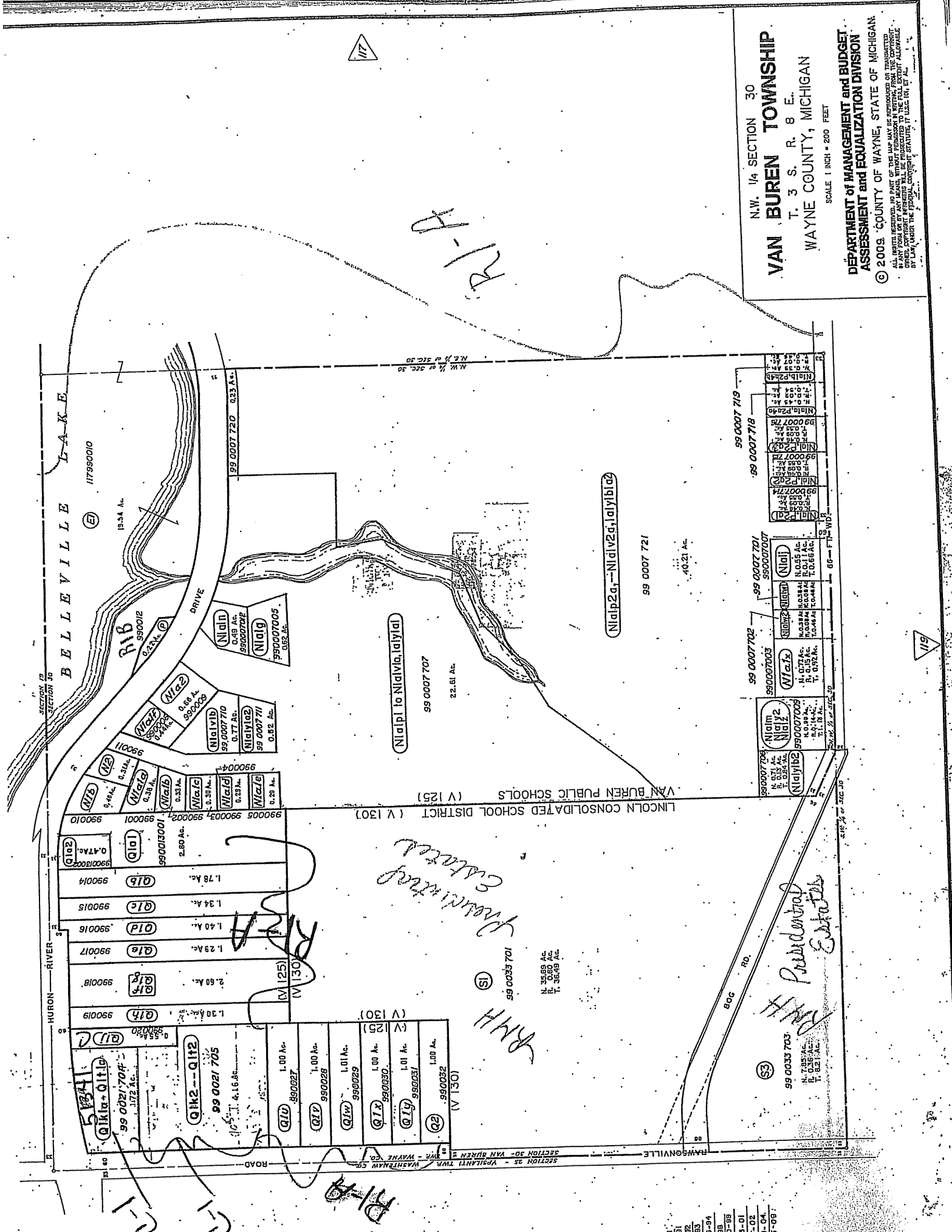
The parcel is tax ID number V125-83-118-99-0020-000, commonly known as 51257 W Huron River Dr. Property is located on the south side of W. Huron River Drive between Rawsonville Rd. and Farm Rd.



Written comments will be accepted at the Department of Developmental Services until 5:00 p.m. on the hearing date.

In the spirit of compliance with the Americans with Disabilities Act, individuals with a disability should feel free to contact the Department of Developmental Services, at least seventy-two (72) hours in advance of the meeting, if requesting accommodations.

Published: March 19, 2015  
Posted March 19, 2015



ALLEGRINA, LARRY  
13378 LAKE POINTE BLVD  
BELLEVILLE, MI 48111

ALLEGRINA, LARRY  
13386 LAKE POINTE BLVD  
BELLEVILLE, MI 48111

BEERS, ROBERT  
51221 W HURON RIVER DR  
BELLEVILLE, MI 48111

BRINTLEY, JANET  
13374 LAKE POINTE BLVD  
BELLEVILLE, MI 48111

CENTRAL CITY PARKWAY, LLC  
1745 HERON RIDGE DR  
BLOOMFIELD HILLS, MI 48302

CLARK, TERESA  
13354 LAKE POINTE BLVD  
BELLEVILLE, MI 48111

DUDEK, ROBERT  
13389 LAKE POINTE BLVD  
BELLEVILLE, MI 48111

GREER, BONNIE C  
13350 LAKE POINTE BLVD  
BELLEVILLE, MI 48111

JD INVESTMENT LLC  
24300 JOY RD  
REDFORD, MI 48239

KRC, DEBORAH  
13358 LAKE POINTE BLVD  
BELLEVILLE, MI 48111

KRSTYNYIAK, STEPHEN  
13382 LAKE POINTE BLVD  
BELLEVILLE, MI 48111

MARSHALL, CHRISTOPHER D.  
13390 LAKE POINTE BLVD  
BELLEVILLE, MI 48111

MILATZ, SHARON  
51155 W HURON RIVER DR  
BELLEVILLE, MI 48111

PRUDHOMME, GARY  
8740 IRA RD  
FAIR HAVEN, MI 48023

RAWSONVILLE HURON  
DEVELOPMENT  
330 HAMILTON ROW - SUITE 300  
BIRMINGHAM, MI 48009

SMRCKA, LARRY  
12227 MAT DR  
PINCKNEY, MI 48169--978

STABNAU, FLOYD-PEGGY  
51139 W HURON RIVER DR  
BELLEVILLE, MI 48111

STABNAU, MARK  
51139 W HURON RIVER DR  
BELLEVILLE, MI 48111

VICTORY LANE OIL CHANGE  
910 KUEBLER DR.  
ANN ARBOR, MI 48103

VORNDRAN, CARLA M.  
13362 LAKE POINT BLVD  
BELLEVILLE, MI 48111

WOODWARD, DAVID  
24040 STANFORD  
DEARBORN HEIGHTS, MI 48125

**CHARTER TOWNSHIP OF VAN BUREN**  
**PLANNING COMMISSION AGENDA**  
**Wednesday, April 22, 2015 – 7:30 PM**  
**Board of Trustees Room**

**CALL TO ORDER**

**ROLL CALL**

**APPROVAL OF AGENDA**

**MINUTES**                      Approval of minutes from the regular meeting of April 8, 2015

**CORRESPONDENCE**

**PUBLIC HEARING:**

**ITEM #1                      CASE # TLU 15-007**

**TITLE:**                      THE APPLICANT, TNT FIREWORKS, IS REQUESTING TEMPORARY LAND USE APPROVAL BEYOND THE ADMINISTRATIVELY ALLOWABLE SEVEN (7) CONSECUTIVE DAYS AND MAY REQUIRE A PUBLIC HEARING AS DETAILED IN SECTION 4.44 OF TOWNSHIP ZONING ORDINANCE 06-02-92, AS AMENDED.

**LOCATION:**                BELLEVILLE WALMART #2872, 10562 BELLEVILLE ROAD. THIS SITE IS ON THE WEST SIDE OF BELLEVILLE ROAD NORTH OF THE NORTH I-94 SERVICE DRIVE AND SOUTH OF TYLER ROAD.

- A. Commission opens Public Hearing
- B. Presentation by the applicant.
- C. Receipt of public comment.
- D. Commission closes Public Hearing.

**ITEM #2                      CASE #14-031 (SLU & SPR)**

**TITLE:**                      THE APPLICANT, ASHLEY CAPITAL, LLC, IS REQUESTING SPECIAL LAND USE APPROVAL FOR A DISTRIBUTION CENTER. A DISTRIBUTION CENTER IS A SPECIAL LAND USE IN THE M-T (INDUSTRIAL TRANSPORTATION) DISTRICT, AND THE PROPOSED SPECIAL LAND USE REQUIRES A PUBLIC HEARING. THIS HEARING IS BEING HELD IN ACCORDANCE WITH SECTION 15.03A (PERMITTED USES AFTER SPECIAL APPROVAL) OF THE ZONING ORDINANCE.

**LOCATION:**                PARCEL NUMBER V125-83-008-99-0002-703, ALSO KNOWN AS 42000 ECORSE ROAD. THE SITE IS LOCATED ON THE NORTH SIDE OF ECORSE ROAD, BETWEEN HAGGERTY ROAD TO THE EAST AND MORTON TAYLOR ROAD TO THE WEST.

- A. Commission opens Public Hearing
- B. Presentation by the applicant.
- C. Receipt of public comment.
- D. Commission closes Public Hearing.

**OLD BUSINESS:**            None.

**NEW BUSINESS:**

**ITEM #1                    CASE #RZ15-002**

**TITLE:**                THE APPLICANT, DAVID WOODARD, IS REQUESTING TO REZONE APPROXIMATELY 0.55 ACRES CURRENTLY ZONED C (LOCAL BUSINESS) TO R-1A (SINGLE FAMILY RESIDENTIAL). A PUBLIC HEARING WAS HELD ON APRIL 8, 2015.

**LOCATION:**            PARCEL NUMBER V125-83-118-99-0020-000, ALSO KNOWN AS 51257 W. HURON RIVER DRIVE. THE SITE IS LOCATED ON THE SOUTH SIDE OF W. HURON RIVER DRIVE BETWEEN RAWSONVILLE ROAD TO THE WEST AND FARM ROAD TO THE EAST.

- A. Presentation by the applicant.
- B. Presentation by Township staff and consultants.
- C. Planning Commission discussion.
- D. Planning Commission considers recommendation to the Township Board on the Zoning Ordinance Map amendment.

**ITEM #2                    CASE # TLU 15-001**

**TITLE:**                THE APPLICANT, USA FIREWORKS, IS REQUESTING TEMPORARY LAND USE APPROVAL BEYOND THE ADMINISTRATIVELY ALLOWABLE SEVEN (7) CONSECUTIVE DAYS AND REQUIRES PLANNING COMMISSION APPROVAL AS DETAILED IN SECTION 4.44 OF TOWNSHIP ZONING ORDINANCE 06-02-92, AS AMENDED. A PUBIC HEARING WAS HELD ON MARCH 11, 2015.

**LOCATION:**            THIS SITE IS ON THE WEST SIDE OF BELLEVILLE ROAD NORTH OF THE NORTH I-94 SERVICE DRIVE AND SOUTH OF TYLER ROAD, AT BELLEVILLE SQUARE SHOPPING CENTER, 10864 BELLEVILLE ROAD.

- A. Presentation by the applicant.
- B. Presentation by the Township staff.
- C. Planning Commission discussion.
- D. Planning Commission considers approval of permit.

**ITEM #3                    CASE # TLU 15-004**

**TITLE:**                THE APPLICANT, USA FIREWORKS, IS REQUESTING TEMPORARY LAND USE APPROVAL BEYOND THE ADMINISTRATIVELY ALLOWABLE SEVEN (7) CONSECUTIVE DAYS AND REQUIRES PLANNING COMMISSION APPROVAL AS DETAILED IN SECTION 4.44 OF TOWNSHIP ZONING ORDINANCE 06-02-92, AS AMENDED. A PUBLIC HEARING WAS HELD ON APRIL 8, 2015.

**LOCATION:**            FAITH UNITED METHODIST CHURCH, 6020 DENTON ROAD. THIS SITE IS ON THE WEST SIDE OF DENTON ROAD, SOUTH OF MICHIGAN AVENUE, AND EAST OF GILMORE STREET.

- A. Presentation by the applicant.
- B. Presentation by Township staff.
- C. Planning Commission discussion.

April 16, 2015

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

**Subject:** Case # VBT-RZ 15-002; Woodard Rezoning, 51257 W. Huron River Dr.; Rezoning Review #1

Dear Commissioners:

The applicant has requested rezoning of 0.55 acres of land currently zoned as C (Local Business) to R-1A (Single Family Residential). The site is located south of W. Huron River Dr., between Rawsonville Rd. and Farm Rd. Although not the subject of this review, the applicant has stated that he intends to occupy the site and existing building as his residence.

#### COMMENTS

1. **Existing Conditions.** The site's surroundings are summarized below:

Location	Existing Land Use	Master Plan	Existing Zoning
Site	Vacant Residential Dwelling	Low Density Single Family A	C (Local Business)
North (Across Huron River Drive)	Commercial and Multiple Family Residential	Multiple Family Residential and South Side Commercial	RM (Multiple Family Residential) and C-1 (General Business)
East	Single Family Residential	Low Density Single Family A	R-1A (Single Family Residential)
South	Commercial Stormwater Pond and Single Family	South Side Commercial and Low Density Single Family A	C-1 (General Business) and R-1A (Single Family Residential)
West	Commercial	South Side Commercial	C-1 (General Business)

The parcel to the west is a Rite Aid drug store and shopping center. East of the site are parcels of similar width containing single family dwellings. To the north is a car wash, body shop, and a multifamily condominium development. To the south is the stormwater pond for the Rite Aid and shopping center and the rear yards of the single family homes to the east. The site contains a single family dwelling that has been vacant for approximately one year.

2. **Permitted Uses.** Permitted uses in the site's existing C District and the proposed R-1A District are as follows:

- a. Existing C Zoning. The principal permitted uses in the existing C District are intended to be retail business and service uses to serve nearby residential areas without creating hazards, offensive/loud noises, vibrations, smoke, glare or excessive truck traffic. No drive-thru uses, alcohol consumption on site, or buildings larger than 10,000 sq. ft. are permitted. The uses permitted include: laundromats, retail dry cleaners, tailors; service establishments of an office, showroom or workshop nature of an electrician, decorator, dressmaker, baker, painter, upholster, radio or home appliance repair, photographic reproduction and similar establishments that require a retail adjunct; office-type businesses related to professional occupations; medical and dental offices; food sales and restaurants; personal services such as beauty shops; and retail sales establishments. Uses permitted by special approval include: publicly owned buildings; public utility facilities; child care centers; buildings larger than 10,000 sq. ft. which include one or more permitted uses; greenhouses and nurseries; and similar.
- b. Proposed R-1A Zoning. The R-1A District is intended to permit low density (1.75 - 2.0 du/ac) single family residential development. Permitted uses include: single-family detached dwellings; publicly-owned/operated parks and playfields; local government buildings; public, parochial and private schools; accessory buildings and uses; home occupations; adult foster care small group homes and family day care homes. By special approval, public utility buildings without storage yards; churches; golf courses; bed and breakfast establishments; and similar uses may be permitted.



3. **Comparison to Zoning Requirements.** The site exceeds the R-1A minimum lot area of 20,000 sq. ft. and the existing residential building appears to exceed the minimum required floor area of 1,800 sq. ft. The lot width is less than the R-1A minimum of 100 feet; however, in a single family residential district, the Zoning Ordinance (Section 5.06) allows a single-family dwelling to be erected on a single lot of record, even when the lot fails to meet the requirements for area or width or both that are generally applicable in the district. Thus the site's non-conforming lot width will not prevent it from being used for a single family dwelling if rezoned to R-1A.
4. **Master Plan Compliance.** The site is designated Low Density Single Family A on the Master Plan Future Land Use Map, and is intended to provide a location for single-family dwellings and to



prohibit business, commercial, industrial and any other use that would substantially interfere with development or continuation of single family dwellings in these areas. R-1A is the district designated as consistent with Low Density Single Family A. Thus, the requested rezoning to R-1A is consistent with the Future Land Use Map.

5. **Pattern of Development.** The surrounding land consists of various uses that include commercial, low density single family and multifamily uses. The parcels immediately to the east are low density single family residential, similar in lot width and character to the subject parcel. The commercial development to the west is screened from the site with a solid wall and landscaping as required by Ordinance. Rezoning to R-1A would be consistent and compatible with the existing pattern of development and would support desirable reinvestment in and improvement of the site.
6. **Traffic and Infrastructure.** The use of this site for R-1A purposes is not anticipated to generate more traffic than appropriate for W. Huron River Dr., a planned minor thoroughfare that carries primarily residential traffic. The available infrastructure will appropriately accommodate the requested zoning district.

#### **RECOMMENDATION**

We recommend that the Planning Commission recommend that the Township Board of Trustees approve the request to rezone the site from C (Local Business District) to R-1A (Low Density Single Family A District) for the following reasons:

1. The requested R-1A zoning district is consistent with the Township Master Plan and the Future Land Use Map.
2. Rezoning the parcel to R-1A is consistent and compatible with the existing pattern of single family residential development immediately to the east along W. Huron River Dr., and will not negatively impact the commercial development to the west at Rawsonville Rd.
3. Rezoning the parcel to R-1A will allow this site to be reused as it has been in the past, with desirable reinvestment and improvement upon its current vacant status.

Respectfully submitted,

**McKENNA ASSOCIATES, INCORPORATED**



Sara J. Hodges, AICP, IAP2  
Senior Vice President

# Charter Township of Van Buren

## REQUEST FOR BOARD ACTION

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

18

**WORK STUDY MEETING DATE: 5/19/15**

**BOARD MEETING DATES: 5/19/15 & 6/2/15**

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

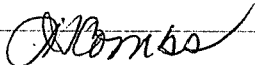
New Business X \_\_\_\_\_

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

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

ITEM (SUBJECT)	First reading of Ordinance No. 05-19-15 (2) regarding an Amendment to the Charter Township of Van Buren Zoning Ordinance Relative to Outdoor Dining and Table Service as recommended by the Planning Commission
DEPARTMENT	Developmental Services
PRESENTER	Jack Knowles, Director of Planning and Economic Development
PHONE NUMBER	(734) 699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

### Agenda topic

<b>ACTION REQUESTED</b>	
First reading of Ordinance 05-19-15 (2) to amend the Charter Township of Van Buren Zoning Ordinance 6-2-92 as amended, revising Section 12.02 to permit outdoor dining and table service in the C-1 (General Business) Zoning District as a permitted use and provide standards in proposed Section 12.02(tt).	
<b>BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)</b>	
<p>The Planning Commission has reviewed and recommends the new text to allow and regulate outdoor dining in the C-1 District.</p> <p>Enclosed is a copy of the PC minutes. Since the permitted uses in the Township's various commercial zoning districts "pyramid", (i.e., uses that are permitted in a less intense district are permitted by reference in the more intense districts unless specifically stated otherwise), outdoor dining would also be permitted in the C-2 District, subject to the same conditions as stated.</p> <p>At the March 25, 2015 Planning Commission meeting, the Planning Commission held a duly noticed public hearing on the proposed text amendment and received no comments from the public. At the April 8, 2015 Planning Commission meeting, the Planning Commission reviewed the text and recommended approval of the proposed text amendment to the Board of Trustees.</p>	
<b>BUDGET IMPLICATION</b>	None.
<b>IMPLEMENTATION NEXT STEP</b>	Township Board First Reading on 5/19/15 and Second Reading and adoption on 6/2/15.
<b>DEPARTMENT RECOMMENDATION</b>	Approval
<b>COMMITTEE/COMMISSION RECOMMENDATION</b>	Planning Commission recommends approval of the proposed Zoning Ordinance amendment.
<b>ATTORNEY RECOMMENDATION</b>	N/A
(May be subject to Attorney/Client Privilege and not available under FOIA)	
<b>ADDITIONAL REMARKS</b>	
<b>APPROVAL OF SUPERVISOR</b>	

CHARTER TOWNSHIP OF VAN BUREN  
COUNTY OF WAYNE, STATE OF MICHIGAN  
ORDINANCE NO. 05-19-15 (2)

AN ORDINANCE TO AMEND THE ZONING ORDINANCE 6-2-92 AS AMENDED OF THE CHARTER TOWNSHIP OF VAN BUREN BY ADDING SECTION 12.02 (tt) TO PERMIT OUTDOOR DINING AND TABLE SERVICE UNDER STATED STANDARDS.

THE CHARTER TOWNSHIP OF VAN BUREN ORDAINS:

**SECTION 1.** ARTICLE XII, C-1 GENERAL BUSINESS DISTRICT, SECTION 12.02 PERMITTED USES is hereby amended to add a new subsection tt., as follows:

tt. Outdoor dining and table service, including but not limited to patios and sidewalk cafes, are subject to the following requirements:

1. The sales and service of food and beverages outdoors shall only be permitted as incidental to a similar principal use that is indoors and adjacent to the outdoor food and beverage sales and service.
2. Outdoor dining areas shall be located in a manner which will not interfere with visibility, vehicular or pedestrian mobility or access, and shall meet Michigan barrier-free requirements. Outdoor dining areas shall not obstruct the entrance to any building or sidewalk, nor shall they obstruct any barrier-free ramp or access aisle. If outdoor dining areas are located on a sidewalk, a minimum 5 foot wide unobstructed pathway shall be maintained on the sidewalk, for pedestrian traffic.
3. Temporary or free-standing food service providers are not considered outdoor dining uses.
4. Tables and chairs must remain within a well-defined and clearly marked area, separated from vehicular traffic. In instances where there is wait staff or alcohol service, such areas must be enclosed. Enclosures shall consist of metal railing, brick walls, landscape planters or other suitable materials using decorative, dark colored wrought iron-look fencing, or other materials consistent with the color and materials of the main building. The height of any barrier or landscaping enclosure shall not exceed three feet, six inches (3'6").
5. All furniture and fixtures shall be removed November 1 through April 30. Outdoor dining furniture and fixtures shall not be stored or stacked on the exterior of the building.
6. Signs are not allowed in the outdoor dining area with the exception of a menu sign.
7. No amplified music shall be permitted if there are residential lots or dwellings within 300 feet, measured from the seating area to the adjacent residential lot line. The outdoor dining area must also abide by all noise ordinance restrictions of the Township.
8. The hours of operation for the outside dining area shall be consistent with the hours of operation of the inside restaurant.
9. No such use shall occupy any portion of a public right-of-way.

10. For plans showing more than 20 occupants within the outdoor dining area, the off-street parking for the use shall be computed according to the standards contained in Section 6.01, as indicated for the indoor portion of the use. If the plans show 20 or fewer occupants, no additional parking shall be required unless required by the Director of Planning and Economic Development as part of his administrative approval.

11. If the outdoor dining area is proposed as part of a site plan application, or if it contains seating for more than 20 occupants, it shall require site plan review and approval by the Planning Commission. If the outdoor dining area is proposed to be added for an existing business and contains seating for 20 or fewer occupants, a plan providing sufficient information to determine compliance with this Section 12.02.tt. may be approved administratively by the Director of Planning and Economic Development.

**SECTION 2. Conflicts.** If any provision of the Zoning Ordinance conflicts with this amendment to the Zoning Ordinance, the most restrictive provision shall be applied.

**SECTION 3. Severability.** This Ordinance and the various parts, sentences, paragraphs, sections, and clauses thereof are hereby declared to be severable. Should any part, sentence, paragraph, section, or clause be declared unconstitutional, null, or void by a court of competent jurisdiction, such declaration shall not have any effect on the validity of the remaining parts, sentences, paragraphs, sections, and clauses of this Ordinance.

**SECTION 4. Effective Date:** The provisions of this Ordinance are hereby ordered to take effect eight (8) days after publication of the notice of adoption in a newspaper of general circulation within the Township.

**SECTION 5. Availability:** This Ordinance shall be immediately recorded by the Township Clerk in the Township Ordinance Book upon adoption, which record shall be authenticated by the signatures of the Supervisor and Clerk and shall be published in a newspaper of general circulation in the Township within fifteen (15) days of passage. A copy of this Ordinance may be purchased or inspected at the Clerk's Office, 46425 Tyler Road, Van Buren Township, MI 48111 during normal business hours.

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

YEAS:  
NAYS:  
ABSENT:

I hereby approve the foregoing Ordinance.

---

Leon Wright, Township Clerk

---

Linda Combs, Township Supervisor

Adopted:  
Published:  
Effective:

Township within fifteen (15) days of passage. A copy of this Ordinance may be purchased or inspected at the Clerk's Office, 46425 Tyler Road, Van Buren Township, MI 48111 during normal business hours.

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

YEAS:

NAYS:

ABSENT:

ABSTAINED:

I hereby approve the foregoing Ordinance,

---

Leon Wright, Clerk

---

Linda Combs, Supervisor

Published:

Adopted:

Effective:

**CHARTER TOWNSHIP OF VAN BUREN  
WAYNE COUNTY, MICHIGAN  
ORDINANCE 05-19-15 (1)**

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

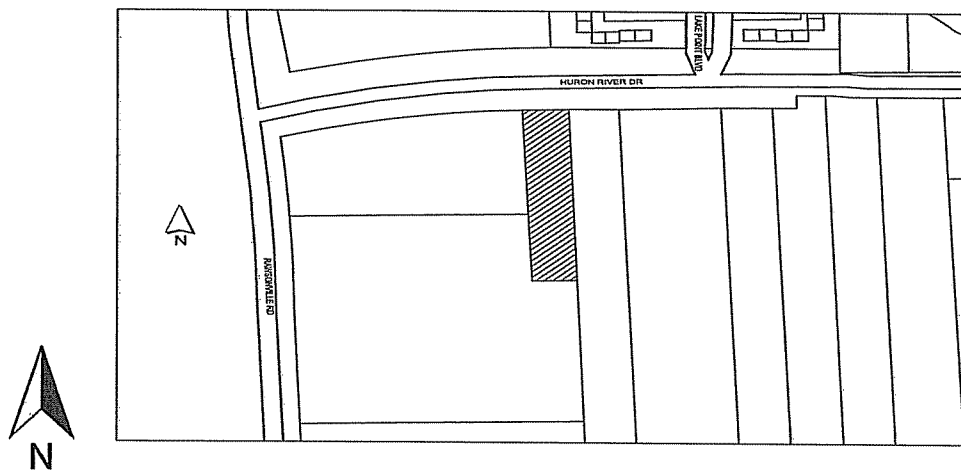
**The Charter Township of Van Buren Ordains:**

**SECTION 1. ORDINANCE AMENDMENT.**

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

**Ordinance No. 05-19-15**

A request to amend the Charter Township of Van Buren Zoning Ordinance 06-02-92, as amended, to amend the zoning map by rezoning parcel V125-83-118-99-0020-000 to R-1A from C-1 Local business.



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

**SECTION 2. SEVERABILITY**

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

**SECTION 3. REPEALER.**

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

**SECTION 4. EFFECTIVE DATE.**

The provisions of this Ordinance are hereby ordered to take effect eight (8) days after publication of the notice of adoption in a newspaper of general circulation within the Township. This Ordinance shall be immediately recorded by the Township Clerk in the Township Ordinance Book as soon as it is adopted, which record shall be authenticated by the signatures of the Supervisor and Clerk and shall be published in a newspaper of general circulation in the

## MEMORANDUM

**To:** Van Buren Township Planning Department

**From:** Sally Hodges, AICP, Senior Vice President

**Subject:** Outdoor Dining Amendments – Text for Public Hearing

**Date:** February 19, 2015

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Following is a clean copy of the new proposed text for use in the required public hearing notice:

**SECTION 1. ARTICLE XII, C-1 GENERAL BUSINESS DISTRICT, SECTION 12.02 PERMITTED USES is hereby amended to add a new subsection tt., as follows:**

- tt. Outdoor dining and table service, including but not limited to patios and sidewalk cafes, are subject to the following requirements:
1. The sales and service of food and beverages outdoors shall only be permitted as incidental to a similar principal use that is indoors and adjacent to the outdoor food and beverage sales and service.
  2. Outdoor dining areas shall be located in a manner which will not interfere with visibility, vehicular or pedestrian mobility or access, and shall meet Michigan barrier-free requirements. Outdoor dining areas shall not obstruct the entrance to any building or sidewalk, nor shall they obstruct any barrier-free ramp or access aisle. If outdoor dining areas are located on a sidewalk, a minimum 5 foot wide unobstructed pathway shall be maintained on the sidewalk, for pedestrian traffic.
  3. Temporary or free-standing food service providers are not considered outdoor dining uses.
  4. Tables and chairs must remain within a well-defined and clearly marked area, separated from vehicular traffic. In instances where there is wait staff or alcohol service, such areas must be enclosed. Enclosures shall consist of metal railing, brick walls, landscape planters or other

suitable materials using decorative, dark colored wrought iron-look fencing, or other materials consistent with the color and materials of the main building. The height of any barrier or landscaping enclosure shall not exceed three feet, six inches (3'6").

5. All furniture and fixtures shall be removed November 1 through April 30. Outdoor dining furniture and fixtures shall not be stored or stacked on the exterior of the building.
6. Signs are not allowed in the outdoor dining area with the exception of a menu sign.
7. No amplified music shall be permitted if there are residential lots or dwellings within 300 feet, measured from the seating area to the adjacent residential lot line. The outdoor dining area must also abide by all noise ordinance restrictions of the Township.
8. The hours of operation for the outside dining area shall be consistent with the hours of operation of the inside restaurant.
9. No such use shall occupy any portion of a public right-of-way.
10. For plans showing more than 20 occupants within the outdoor dining area, the off-street parking for the use shall be computed according to the standards contained in Section 6.01, as indicated for the indoor portion of the use. If the plans show 20 or fewer occupants, no additional parking shall be required unless required by the Director of Planning and Economic Development as part of his administrative approval.
11. If the outdoor dining area is proposed as part of a site plan application, or if it contains seating for more than 20 occupants, it shall require site plan review and approval by the Planning Commission. If the outdoor dining area is proposed to be added for an existing business and contains seating for 20 or fewer occupants, a plan providing sufficient information to determine compliance with this Section 12.02.tt. may be approved administratively by the Director of Planning and Economic Development.



## **MOTION EXTRACT**

Motion Boynton, McKenna second to recommend to the Township Board the amendment to the zoning ordinance 06-02-92, as amended of the Charter Township of Van Buren, to amend and modify the provisions found in section 12.02 to permit outdoor dining and table service in the C-1 (general business) zoning district as a permitted use and provide standards in proposed section 12.02(tt).

Roll Call:


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

Nays: None.

Absent: None.

Motion Carried.

I hereby certify the foregoing is a true and correct copy of a motion adopted by the Planning Commission of the Charter Township of Van Buren at the regularly scheduled meeting of April 8, 2015.

A handwritten signature in black ink, appearing to read 'C. Harman', with a long horizontal line extending to the right.

Christina Harman  
Recording Secretary

**CHARTER TOWNSHIP OF VAN BUREN  
PLANNING COMMISSION  
March 25, 2015  
MINUTES**

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

**ROLL CALL:**

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

**Excused:** None.

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

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

**Audience:** Four.

**APPROVAL OF AGENDA:**

Motion Boynton, Johnson second to approve the amended agenda of March 25, 2015 removing Item #1 under New Business. Motion Carried.

**APPROVAL OF MINUTES:**

Motion McKenna, Boynton second to approve the minutes from March 11, 2015 as presented. Motion Carried.

**PUBLIC HEARING:**

**ITEM # 1**

CONSIDER AMENDMENT TO THE ZONING ORDINANCE 6-2-92, AS AMENDED OF THE CHARTER TOWNSHIP OF VAN BUREN, TO AMEND AND MODIFY THE PROVISIONS FOUND IN SECTION 12.02 TO PERMIT OUTDOOR DINING AND TABLE SERVICE IN THE C-1 (GENERAL BUSINESS) ZONING DISTRICT AS A PERMITTED USE AND PROVIDE STANDARDS IN PROPOSED SECTION 12.02(tt).

Motion Budd, McKenna second to open the public hearing. Motion Carried.

Chris Healy with Bud Design & Engineering Services and applicant Remy Hanna gave the presentation. safety of children in the area, the view for adjacent property owners, height of the berm, height of the hotel and the blocking of sunlight to adjacent property owners.

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

**NEW BUSINESS**

**ITEM # 1**

CASE# TLU 15-002

**TITLE:**

THE APPLICANT, PHANTOM OF MICHIGAN, IS REQUESTING TEMPORARY LAND USE APPROVAL BEYOND THE ADMINISTRATIVELY ALLOWABLE SEVEN (7) CONSECUTIVE DAYS AND REQUIRES PLANNING COMMISSION APPROVAL

# Charter Township of Van Buren

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

## REQUEST FOR BOARD ACTION

**WORK STUDY MEETING DATE: 5/18/15**

**BOARD MEETING DATE: 6/16/15**

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

New Business ☒

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

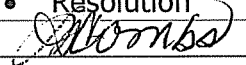
Public Hearing ☒

ITEM (SUBJECT)	Reprogram CDBG Housing Rehabilitation Funds for Program Year 2013
DEPARTMENT	Developmental Services
PRESENTER	Patrick Sloan, McKenna Associates
PHONE NUMBER	(248) 596-0920
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

### Agenda topic

<b>ACTION REQUESTED</b>	
Adoption of the attached Van Buren Township Resolution #2015-16 to reprogram (transfer) CDBG Housing Rehabilitation funds and create a new project (Demolition).	
<b>BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)</b>	
<p>Van Buren Township administers a federal grant program as a sub-recipient of Wayne County called "Community Development Block Grant" (CDBG). At its core, CDBG is meant to improve the lives and neighborhoods of persons of low- to moderate-income or disabled status. There are a number of activities the Township has undertaken over the years, including Housing Rehabilitation (ongoing), Emergency Outdoor Warning Sirens, improvements to the Beck Ball Fields, and youth and senior services.</p> <p>There is \$82,035.67 remaining in the Township's 2013 CDBG account for Housing Rehabilitation, which must be spent by January 2016 or else it will be recaptured by Wayne County. Additionally, Van Buren Township has \$26,663 in additional Housing Rehabilitation funds through the HOME program which must be spent by June 2016. There are currently five (5) Housing Rehabilitation projects in the preliminary approval stage that have an estimated total construction cost of \$66,247. Using both HOME and CDBG Housing Rehabilitation funds for these construction costs, an estimated \$42,451.67 will remain for project delivery, construction cost overruns, and any additional Housing Rehabilitation applications that may be received over the next few months. Because we cannot predict what the future costs and applications will be, time is of the essence to use any Housing Rehabilitation money that might be recaptured if the construction costs estimated above are accurate and there are no Housing Rehabilitation applications over the next few months.</p> <p>At this time, there are nine (9) buildings in the township that have either been condemned by the Building Official or are in the condemnation process. The demolition of buildings is a CDBG-eligible activity under Demolition-Spot Blight. For this activity, the Township would use CDBG funds to demolish and remove the blighted structures and place a lien on the property for the costs incurred by the Township. At the time the property is sold or developed, the lien would have to be repaid to the Township. Because CDBG money is proposed to be used for demolishing condemned structures, any money repaid to the Township would be classified as Program Income and must be spent on CDBG-eligible activities.</p> <p>Therefore, we request that the Township Board create a new CDBG activity (Demolition) and reprogram \$20,000 from Housing Rehabilitation into the new activity.</p>	

To reprogram funds, the Township Board must adopt a resolution. If the funds proposed for reprogramming exceed 15% of the allocation in any year, a public hearing is required prior to reprogramming. Because the amount proposed for reprogramming in Program Year 2013 exceeds 15% of the total allocation for that year, a public hearing is required. We recommend holding a public hearing at the June 16, 2015 Township Board meeting and reprogramming these funds at that meeting.

<b>BUDGET IMPLICATION</b>	CDBG \$20,000.00.
<b>IMPLEMENTATION NEXT STEP</b>	Adopt resolution to reprogram Program Year 2013 Housing Rehabilitation funds to a new activity (Demolition).
<b>DEPARTMENT RECOMMENDATION</b>	Approval
<b>COMMITTEE/COMMISSION RECOMMENDATION</b>	N/A
<b>ATTORNEY RECOMMENDATION</b>	N/A
(May be subject to Attorney/Client Privilege and not available under FOIA)	
<b>ADDITIONAL REMARKS</b>	Items Included: <ul style="list-style-type: none"> <li>• Resolution</li> </ul>
<b>APPROVAL OF SUPERVISOR</b>	

**Resolution No. 2015-16**

Motion: \_\_\_\_\_

Support: \_\_\_\_\_

WHEREAS, the Charter Township of Van Buren proposes to create a new Community Development Block Grant (CDBG) activity to demolish structures in Van Buren Township that have been condemned by the Building Official; and

WHEREAS, the Charter Township of Van Buren finds that the demolition of condemned structures is important for public health, safety, and welfare by clearing and removing condemned buildings that are uninhabitable; and

WHEREAS, the demolition of condemned structures meets the CDBG National Objective of eliminating slums and blight and is a CDBG Eligible Activity for Clearance and Demolition (HUD Matrix Code 04); and

WHEREAS, the Building Official has either condemned, or is currently in the process of condemning, nine (9) buildings in Van Buren Township which have become uninhabitable; and

WHEREAS, where the owner of a condemned building is unable or unwilling to demolish or rehabilitate a condemned building, the Charter Township of Van Buren may take action to demolish the condemned building as permitted by law and ordinance; and

WHEREAS, the Charter Township of Van Buren applied to use PY 2013 CDBG funds for Housing Rehabilitation #13-30-14A); and

WHEREAS, the Charter Township of Van Buren currently has \$82,035.67 remaining in Housing Rehabilitation in PY 2013; and

WHEREAS, the Charter Township of Van Buren has duly advertised a public hearing for the purpose of receiving comments regarding the proposed reprogramming (transfer) of PY 2013 CDBG funds; and

WHEREAS, the Charter Township of Van Buren Board of Trustees held the duly advertised public hearing on June 16, 2015.

**THEREFORE**, be it resolved by the Charter Township of Van Buren Board of Trustees, Wayne County, Michigan, that the Board hereby requests the following reprogramming (transfer) of PY 2013 funds in the amount of \$20,000.00:

**Existing (FROM):**

PY	Contract Number	Activity Description	Amount
2013	#13-30-14A	Countywide Housing Rehabilitation	\$20,000.00

**Proposed (TO):**

<u>PY</u>	<u>Account Number</u>	<u>Activity Description</u>	<u>Amount</u>
2013	#13-30-04	Clearance and Demolition	\$20,000.00

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 16<sup>th</sup> day of June, 2015.

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Leon Wright, CMC  
Clerk, Charter Township of Van Buren

# Charter Township of Van Buren

## REQUEST FOR BOARD ACTION

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

**WORK STUDY MEETING DATE: 5/18/15**

**BOARD MEETING DATES: 6/2/15**

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

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


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

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

ITEM (SUBJECT)	Appeal of Director's denial to allow conversion of existing deck to enclosed sun room on lakefront Township property
DEPARTMENT	Developmental Services
PRESENTER	Darrell Fecho, Deputy Director - Planning and Economic Development
PHONE NUMBER	(734) 699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Property Owners---Gary & Judy Dapprich

### Agenda topic

ACTION REQUESTED	
Consider an appeal from the property owner regarding the denial from the Director on a proposed enclosed building addition which would extend into the Township lake property.	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
<p>Director Knowles denied the request by City of Belleville residents (Gary &amp; Judy Dapprich) to add a new building addition onto their existing deck. The proposed building addition would extend into the Township lake property.</p> <p>The Township policy allows decks, docks, boat hoists, boardwalks, piers, and seawalls, but not enclosed (walled and roofed) buildings. After receiving the denial letter, the owner wished to appeal this decision. As the Township lake property is currently not zoned, and it is a Township policy matter, the Township Board is the appropriate body to hear and decide an appeal of this nature.</p> <p>Please note that the denial letter states approximate distances that the building addition would extend into the Township lake property. These distances were based on (furnished) plans that were not to scale, and the encroaching distances were therefore approximate. With this appeal, the applicant has supplied better (to scale) plans. Based on these plans we determine that the proposed building addition will extend into the Township lake property by 7.5 feet on the east side and 3.5 feet on the west side.</p> <p>Township materials attached: April 1, 2015 denial letter; survey with building addition indicated; Shoreline Permits Information sheet.</p> <p>Applicants Materials: Booklet.</p>	

BUDGET IMPLICATION	None.
IMPLEMENTATION NEXT STEP	Formal action by Board at 6/2/15 meeting.
DEPARTMENT RECOMMENDATION	Denial.
COMMITTEE/COMMISSION RECOMMENDATION	Not applicable.
ATTORNEY RECOMMENDATION	N/A
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	None.
APPROVAL OF SUPERVISOR	



# Charter Township of Van Buren

## BOARD OF TRUSTEES

SUPERVISOR  
Linda H. Combs

CLERK  
Leon Wright

TREASURER  
Sharry A. Budd

TRUSTEE  
Phillip C. Hart

TRUSTEE  
Jeffrey L. Jahr

TRUSTEE  
Brenda J. McClanahan

TRUSTEE  
Reggie Miller

April 1, 2015

Greg and Judy Dapprich  
153 Potter  
Belleville, MI 48111

RE: Proposed Enclosed Porch Addition at 153 Potter

Dear Mr. and Mrs. Dapprich:

This letter comes as a follow-up to your initial inquiry regarding the proposed addition to your residence at 153 Potter, and my subsequent follow up visit to your home. You have provided a sketch plan that shows the house and deck location on the lot. Currently, approximately one half of the deck extends over your rear property line and into the Township property (that is permitted). Based on this sketch plan and the additional information that you furnished (floor plan and picture of a similar building), the plan is to fully enclose a portion of the existing deck (including the area on Township-owned property) with a multi-season room that measures 14 feet by 22 feet. This building is proposed to extend into the Township property approximately 8 feet on the westerly side, and approximately 5 feet on the easterly side. This room would have windows with screens, a gable ceiling/roof, and would require additional foundation work to support the increased building loads.

The Township has generally approved requests for unenclosed, low-level structures on the Township property adjacent to Belleville Lake. This would include decks, walkways, docks, boardwalks, seawalls, boat hoists, and other similar improvements. Enclosed buildings, such as what you propose are not permitted on Township property. Therefore, I have to deny your application for a new enclosed building on Township property.

If you have any questions or would like to discuss this matter further, please contact me.

Sincerely,

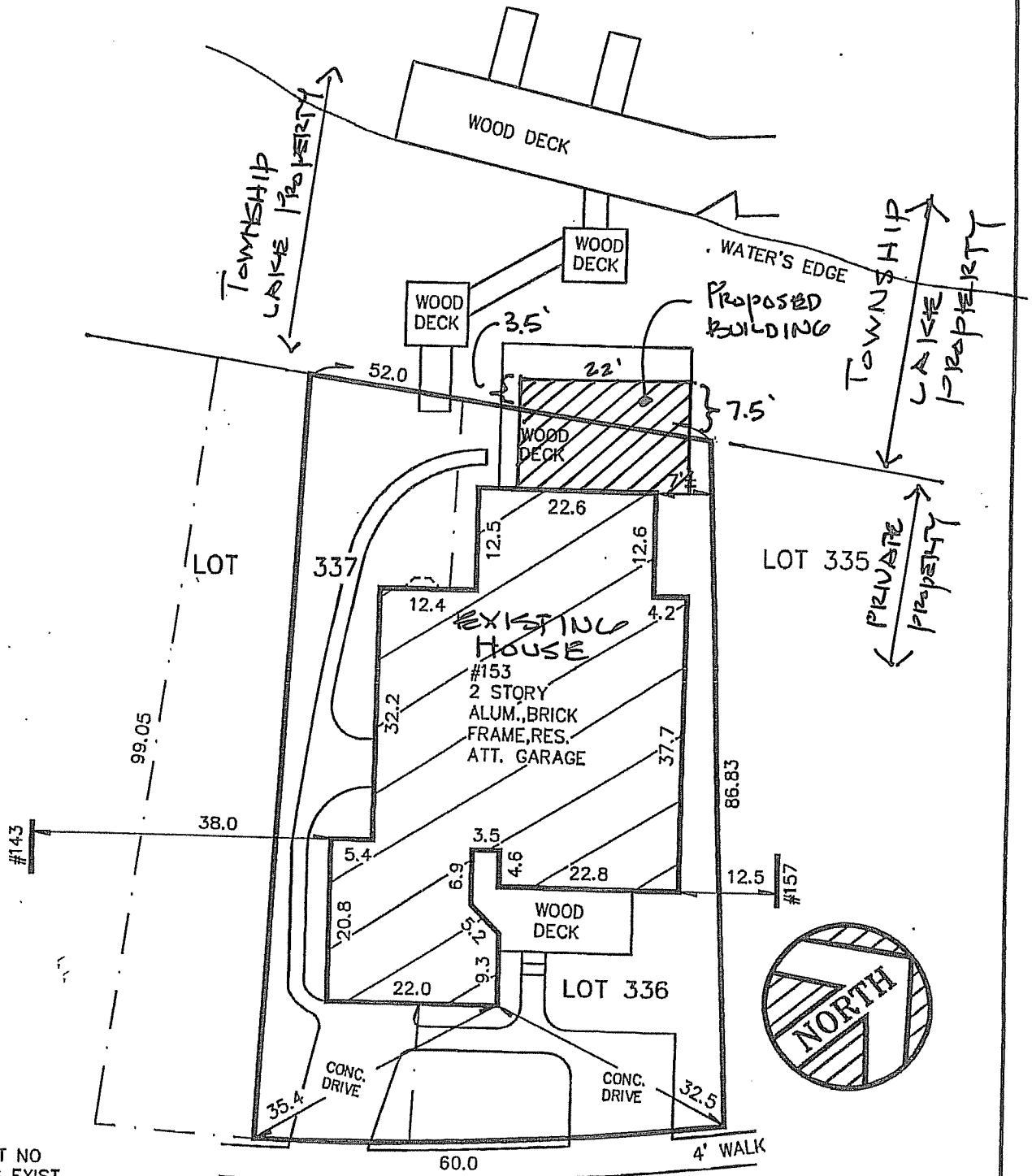
M. Jack Knowles  
Director of Planning and Economic Development

cc: Linda Combs, Township Supervisor, Charter Township of Van Buren  
City of Belleville Building Department, 6 Main Street, Belleville, MI 48111



# MORTGAGES

OFFICE AT THIS TIME.

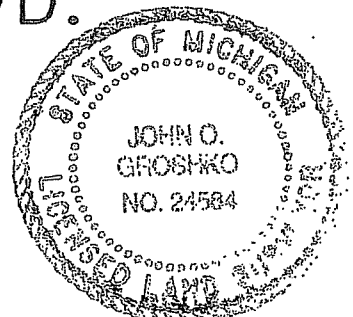


NOTE:  
TO ENSURE THAT NO  
ENCROACHMENTS EXIST  
A BOUNDARY  
SURVEY SHOULD BE  
PERFORMED

POTTER DR. 60' WD.  
36' CONC. W/C.C.

**CERTIFICATE:** We hereby certify that we have surveyed the above-described property in accordance with the description furnished for the purpose of a mortgage loan to be made by the forementioned applicants, mortgagor, and that the buildings located thereon do not encroach on the adjoining property, nor do the buildings on the adjoining property encroach upon the property heretofore described, except as shown. This survey is not to be used for the purpose of establishing property lines, nor for construction purposes, no stakes having been set at any of the boundary corners.

*John O. Groshko* L.L.C.



JOB NO. 96-31443

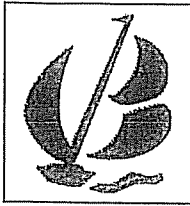
SCALE 1"=20'

**KEM-TEC**  
LAND SURVEYORS

16041 East Nine Mile Road

**KEM-TEC WEST**  
LAND SURVEYORS

205 N. Main Street



# Shoreline Permits

## • Van Buren Township Permission Letters

No improvements, modifications or structure of any kind, shall be constructed, installed or made on township property (defined as below the 655' contour line or brow of the hill) before having first requested permission from the Township. This shall include but is not limited to, docks, boat hoists, boat houses, boardwalks, piers, seawalls, decks, stairs, cluster mooring facilities, marinas or other similar facilities. This also applies to any launching ramp or fuel dispensing system for boats. Permission to remove trees, vegetation, and/or make topographical modifications is also required.

Upon applying for permission from the Township, please submit the following:

1. A cover letter, which summarizes proposed improvements and/or modifications,
2. A site plan which shows the boundaries of the adjacent upland lot, the location of the proposed installation and the location of the shoreline. A copy of a mortgage survey from the upland lot will suffice in most cases,
3. Plans, drawn to scale, showing the height, length, width and configuration of the proposed installation.
4. Whether covered or uncovered (enclosed or open),
5. Specified materials for use in construction or installation,
6. Water depth at the farthest point of projection,
7. Distance from the farthest point of projection to the opposite shore (This is necessary only when this distance is less than 500 feet).

Submit information to:                      Developmental Services  
    Van Buren Township  
    46425 Tyler Road  
    Van Buren Twp., MI 48111-5217

**Please keep in mind when designing your shoreline project that the Township very strongly encourages minimum impact to the natural vegetation and contour of the shoreline.** Any structure on the land (e.g. boardwalk, deck, etc.) will also require a building permit from the Township Building Department.

## • MDEQ Permits

Any alterations at or below the water's edge or in wetlands will require also require Michigan Department of Environmental Quality (MDEQ) approval. Please note that you must first receive permission from the Township before you receive a permit from the MDEQ. Visit the MDEQ/USACE Joint Permit Application page to learn more and to download application forms: <http://www.michigan.gov/deq/> and follow the links to the Water section, or they can be reached at (586) 753-3869.

# Charter Township of Van Buren

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

## REQUEST FOR BOARD ACTION

**WORK STUDY MEETING DATE: 5/18/15**

**BOARD MTG. DATES: 5/19/15**

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

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

Unfinished Business   X  

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

<b>ITEM (SUBJECT)</b>	Continue processing the VENETIAN, JEANETTE, AND DEWITT ROAD IMPROVEMENT DISTRICT; - by approving the assessment roll.
<b>DEPARTMENT</b>	Developmental Services
<b>PRESENTER</b>	Darrell A. Fecho, Deputy Director Development Services
<b>PHONE NUMBER</b>	(734) 699-8913
<b>INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)</b>	

### Agenda topic **Approve Roll (action item from Public Hearing)**

<b>ACTION REQUESTED</b>	
Move _____ Support _____ The Board approves the resolution approving the assessment roll for the VENETIAN, JEANETTE, AND DEWITT ROAD IMPROVEMENT DISTRICT.	
<b>BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)</b>	
The Township is participating in Wayne County's 2014 Local Road Initiative program. The County will reimburse 80% of the construction costs of rehabilitating and improving certain local Township roads. The Township was presented with a petition signed by the owners of more than 70% of the lineal foot frontage.  Following the second public hearing the Board needs to approve the roll.  Attached: Proposed resolution	

<b>BUDGET IMPLICATION</b>	Township expenditures will be entirely reimbursed – 80% of construction costs from the County. The SAD provides the other 20% through annual collections over the life of the SAD from the benefitting property owners (along with administrative costs incurred). The Township "loans" the funds initially (it has been mentioned from the landfill fund).
<b>IMPLEMENTATION NEXT STEP</b>	

<b>DEPARTMENT RECOMMENDATION</b>	Approve resolution attached for approving the assessment roll.
<b>COMMITTEE/COMMISSION RECOMMENDATION</b>	N/A

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

<b>ADDITIONAL REMARKS</b>	
<b>APPROVAL OF SUPERVISOR</b>	_____

**CHARTER TOWNSHIP OF VAN BUREN  
RESOLUTION**

**VENETIAN, JEANETTE, AND DEWITT ROAD IMPROVEMENT DISTRICT**

WHEREAS, the Township Board of the Charter Township of Van Buren, Wayne County, Michigan, after due and legal notice, has conducted a public hearing upon a proposed assessment roll prepared by the supervisor and assessing officer of the township for the purpose of defraying a portion of the costs of road rehabilitation proposed to be installed within the VENETIAN, JEANETTE, AND DEWITT ROAD IMPROVEMENT DISTRICT. as shown on the plans and specifications for such project.

AND WHEREAS, such public hearing was preceded by proper notice in the Belleville Independent, a newspaper of general circulation in the Township, and by first-class mail notice to each property owner of record within said district and upon said assessment roll;

AND WHEREAS, comments were received from those present at such public hearing concerning said assessment roll and opportunity to all present to be heard in the matter;

AND WHEREAS, (no) written objections were received to said roll and levy (or objections \_\_\_\_\_ were received) to said VENETIAN, JEANETTE, AND DEWITT ROAD IMPROVEMENT DISTRICT;

AND WHEREAS, the oral comments received indicated the reasonableness of the following amendments to said assessment roll;

AND WHEREAS, a record of those present to protest, and of written protests submitted at or before the public hearing was made a part of the minutes of the hearing;

AND WHEREAS, it is the opinion of the Township Board that no further time should be granted for the consideration of the matter.

AND WHEREAS, the Township Board has duly inspected the proposed assessment roll and considered all comments and proposed amendments thereto and has found the proposed assessment roll to be correct, just and reasonable;

NOW THEREFORE, BE RESOLVED AS FOLLOWS:

1. The assessment roll submitted by the supervisor and assessing officer of the township (as amended in the within resolution) shall hereafter be designated as VENETIAN, JEANETTE, AND DEWITT ROAD IMPROVEMENT DISTRICT assessment roll. and shall hereby be confirmed as the assessment roll for VENETIAN, JEANETTE, AND DEWITT ROAD IMPROVEMENT DISTRICT.

2. The assessments in said VENETIAN, JEANETTE, AND DEWITT ROAD IMPROVEMENT DISTRICT shall be divided into five (5) equal annual installments of principal with the first installment to be due on or before September 1, 2015 and the following installments to be due on or before the day of the same month of each and every year thereafter. All unpaid installments prior to their transfer to the tax roll as provided by Michigan Public Act 188 of 1954, as amended, shall bear interest payable annually on each installment due date at the rate of percent per annum commencing on the first installment due date

herein before set forth. Any payments made before such first installment due date shall not bear any such interest.

3. Future due installments of an assessment against any parcel of land may be paid to the township treasurer at any time in full with interest accrued through the month in which the final installment is paid in accordance with the Michigan Public Act 188 of 1954, as amended. If any installment of a special assessment is not paid when due, then the installment shall be considered to be delinquent and there shall be collected, in addition to interest as provided by this section, a penalty at the rate of 1 percent for each month, or fraction of a month, that the installment remains unpaid before being reported to the township board for reassessment upon the township tax roll, also in accordance with said PA 188.

4. The assessments made in said special assessment roll are hereby ordered and directed to be collected by the Township Treasurer, and the Township Clerk shall deliver said special assessment roll to said Treasurer with his/her warrant attached, commanding the treasurer to collect such assessments in accordance with the direction of the Township Board and said PA 188, as amended.

5. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

Upon roll call vote on the adoption of the resolution,

The following voted "Aye":

The following voted "Nay":

The supervisor declared the resolution duly adopted.

**CERTIFICATE**

The undersigned clerk of the Charter Township of Van Buren hereby certifies that the foregoing constitutes a true and complete copy of an excerpt of the minutes of a regular meeting of the township board of the Charter Township of Van Buren, Wayne County, Michigan, held on May 19, 2015, at which meeting \_\_\_\_\_ members of the Township Board were present and voted as indicated in said minutes; that said meeting was held in accordance with the Open Meetings Act of the State of Michigan; and the foregoing excerpt contains all material pertinent to the VENETIAN, JEANETTE, AND DEWITT ROAD IMPROVEMENT DISTRICT

---

Leon Wright  
Township Clerk

# Charter Township of Van Buren

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

## REQUEST FOR BOARD ACTION

**WORK STUDY MEETING DATE: 5/18/15**

**BOARD MTG. DATES: 5/19/15**

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

ITEM (SUBJECT)	Processing the VENETIAN, JEANETTE, AND DEWITT ROAD IMPROVEMENT DISTRICT; Authorize loan to fund SAD
DEPARTMENT	Developmental Services
PRESENTER	Darrell A. Fecho, Deputy Director Development Services
PHONE NUMBER	(734) 699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

### Agenda topic **AUTHORIZE LOAN TO SAD**

<b>ACTION REQUESTED</b>	
Move _____ Support _____	
The Board approves the resolution authorizing a loan to SAD from Land Fill Fund	
<b>BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)</b>	
<p>The Township is participating in Wayne County's 2014 Local Road Initiative program. The County will reimburse 80% of the construction costs of rehabilitating and improving certain local Township roads. The Township was presented with a petition signed by the owners of more than 70% of the lineal foot frontage.</p> <p>Following the public hearing, the Board created the SAD to raise the local funds for the required 20% match. Although no Township dollars will be used for the project, the Township needs to authorize loaning funds from the land fill fund to the SAD which will be repaid from the collections. All local costs will be assessed against the properties that are benefited by the project through the SAD which will also include administrative costs &amp; interest. Funds will be transferred into the SAD account as needed for payment of approved invoices for completed.</p> <p>The Act doesn't directly address charging the interest rate --- We are recommending that Board follow the cap used in the Act as an add-on for bonds ...</p> <p><i>(3) All unpaid installments, prior to their transfer to the township tax roll as provided by this act, shall bear interest, payable annually on each installment due date, at a rate to be set by the township board, not exceeding 1% above the average rate of interest borne by special assessment bonds issued by the township in anticipation of all or part of the unpaid installments; or not exceeding 1% above the average rate of interest borne by bonds issued by a county, drainage district, or authority if the unpaid installments are to be applied to the payment of a contract obligation of the township to the county or authority or to the payment of an assessment obligation of the township to the drainage district;...</i></p> <p>Attached: resolution.</p>	

<b>BUDGET IMPLICATION</b>	Township expenditures will be entirely reimbursed –The Township "loans" the funds initially from the landfill fund. Interest will be charged to the SAD at 1% above the interest returns on investment at the time of transfer and repaid to the fund.
<b>IMPLEMENTATION NEXT STEP</b>	
<b>DEPARTMENT RECOMMENDATION</b>	Approve resolution.
<b>COMMITTEE/COMMISSION RECOMMENDATION</b>	N/A
<b>ATTORNEY RECOMMENDATION</b>	Approval
(May be subject to Attorney/Client Privilege and not available under FOIA)	
<b>ADDITIONAL REMARKS</b>	
<b>APPROVAL OF SUPERVISOR</b>	_____

# CHARTER TOWNSHIP OF VAN BUREN RESOLUTION

## **A RESOLUTION REGARDING THE LOANING AND REIMBURSEMENT OF LAND FILL FUNDS FOR LOCAL PARTICIPATION IN ROAD IMPROVEMENTS FOR THE VENETIAN, JEANETTE, AND DEWITT ROAD IMPROVEMENTS - SPECIAL ASSESSMENT DISTRICT; SETTING INTEREST RATE.**

The Board of Trustees of the Charter Township of Van Buren (Township) hereby resolves:

**WHEREAS**, the County of Wayne created and funded a Local Roads Paving Initiative program in 2014 making County Road funds available to the Township to pay for 80% of the construction costs of improving certain local public roads subject to the balance of funds being supplied as a local match,

**WHEREAS**, the property owners in the area now known as THE VENETIAN, JEANETTE, AND DEWITT ROAD IMPROVEMENTS - SPECIAL ASSESSMENT DISTRICT (SAD) circulated petitions to create a special assessment district under PA 188 of 1954, as amended,

**WHEREAS**, the required public hearings were held and the Township created the SAD and established an assessment roll pursuant to the Act,

**NOW THEREFORE BE IT RESOLVED:** that the Township Board hereby authorizes the expenditure of funds from the fund balance of the Land Fill fund to cover the local match required by Wayne County. Funds will be transferred as required to pay approved project invoices. Those funds will be repaid from the collection of assessments through the SAD over five (5) annual installments with an interest charge equal to the current rate of investment return on the funds plus 1.00%,

**BE IT FURTHER RESOLVED:** that all funds paid by the Township to meet the local portion of the project shall become an obligation of the above mentioned SAD,

**BE IT FURTHER RESOLVED:** that the Township designates that collections of future special assessments, including interest, will be returned to the Land Fill Fund to reimburse the funds provided to the SAD to meet the local matching obligation.

### **TOWNSHIP BOARD ADOPTION**

Motion made by \_\_\_\_\_ seconded by \_\_\_\_\_, to adopt the foregoing resolution.

Upon roll call vote, the following members voted:

AYE:

NAY:

ABSENT: None

The above resolution was duly adopted at a meeting of the Board of Trustees of the Charter Township of Van Buren on the \_\_\_\_ day of \_\_\_\_\_, 2015.

---

Leon Wright  
Township Clerk

# Charter Township of Van Buren

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

## REQUEST FOR BOARD ACTION

**WORK STUDY MEETING DATE: 5/18/15**

**BOARD MTG. DATES: 5/19/15**

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

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

Unfinished Business   X  

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

ITEM (SUBJECT)	Memorandum of understanding with Walden Woods on road funding.
DEPARTMENT	Developmental Services
PRESENTER	Darrell A. Fecho, Deputy Director Development Services
PHONE NUMBER	(734) 699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

### Agenda topic **WALDEN WOODS HOA MEMORANDUM**

ACTION REQUESTED
Moved _____ Support _____
<p>That the Board of Trustees approves the memorandum of understanding with the Walden Woods Subdivision HOA under the Local Road Initiative Program and authorizes Supervisor Combs to sign on the Township's behalf.</p>
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)
<p>The second and final participant in the 2014 Local Roads Initiative program is the Walden Woods subdivision. The County has approved inclusion of the Walden Woods Subdivision as part of the Local Roads Initiative. The Homeowners Association will provide the full local share in advance. The attached memo provides the process for funding the local portion of the Walden Woods road work in advance and reserves funds for this portion of the project.</p> <p>Attached: Memorandum of Understanding.</p>

BUDGET IMPLICATION	This will assure funds from the Walden Woods HOA will be available.
IMPLEMENTATION NEXT STEP	
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	N/A
ATTORNEY RECOMMENDATION	n/a
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	_____



**MEMORANDUM OF UNDERSTANDING**  
**REGARDING ROAD IMPROVEMENTS IN WALDEN WOODS SUBDIVISION**

BY AND BETWEEN:

WALDEN WOOD HOMEOWNER'S ASSOCIATION and  
CHARTER TOWNSHIP OF VAN BUREN, WAYNE COUNTY, MICHIGAN

DATE: \_\_\_\_\_, 2015

The Walden Woods Homeowner's Association (HOA) represents the property owners in the Walden Woods Subdivision in Van Buren Charter Township (Township). The Association has expressed interest in the Wayne County's Local Road Initiative program which pays for 80% of a construction project subject to a contribution of the balance of costs. The HOA will provide the remaining funds directly. The HOA has currently has monies available and on-hand from their assessment collections to fully fund the local match. This onetime payment will not require additional assistance.

The HOA agrees to deposit funds with the Township to meet the estimated charge for the local share of the project prior to the Township soliciting contractors. This amount will be determined following the Township Engineer's report of probable costs. If additional funds are deposited above the final amount required, it will be returned. If additional funds are needed, the HOA agrees to pay upon additional invoice.

This Memorandum of Understanding is to confirm the mutual understanding and agreement for the funding of road rehabilitation within the subdivision.

WALDEN WOODS HOMEOWNERS ASSOCIATION

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

Its: President

ACKNOWLEDGED AND AGREED:

CHARTER TOWNSHIP OF VAN BUREN

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

Its: Supervisor

# Charter Township of Van Buren

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

## REQUEST FOR BOARD ACTION

WORK STUDY MEETING DATE: 5/18/15

BOARD MTG. DATES: 5/19/15

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

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

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

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

ITEM (SUBJECT)	Contract with County for Local Road Initiative program.
DEPARTMENT	Developmental Services
PRESENTER	Darrell A. Fecho, Deputy Director Development Services
PHONE NUMBER	(734) 699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

### Agenda topic **APPROVE WAYNE COUNTY CONTRACT FOR LOCAL ROADS**

<b>ACTION REQUESTED</b>
Move _____ Support _____
<p>That the Board approves the contract with Wayne County for the Local Road Initiative program by adopting the prepared resolution from County and authorizes the Supervisor and the Clerk to sign contract on behalf of the Township.</p>
<b>BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)</b>
<p>We are requesting that the Board approve this contract at the Board Meeting of May 19<sup>th</sup> to expedite the paperwork and keep this project on schedule. When the County receives the signed agreement they will process a payment to the Township for \$187,500. To help initiate engineering design services. The sooner that this contract is processed, the sooner the funds will be on hand. The Township has received a modified contract for participating in the 2014 Wayne County' Local Road Initiative program. The County reimburses 80% of the construction costs of rehabilitating and improving certain local Township roads, subject to a 20% local match.</p> <p>This contract includes both 2014-15 projects for Walden Woods subdivision and the VENETIAN, JEANETTE, AND DEWITT ROAD IMPROVEMENT DISTRICT.</p> <p>Motion required approving the prepared resolution and authorization for the Supervisor and Clerk to sign the contract on behalf of the Township.</p> <p>Attached: Proposed resolution; contract.</p>

<b>BUDGET IMPLICATION</b>	Township will receive advance payment of \$ 187,500 from county; SAD matching portion to come from loan from land fill fund and Walden Woods Homeowners Association will pay their local portion in its entirety.
<b>IMPLEMENTATION NEXT STEP</b>	
<b>DEPARTMENT RECOMMENDATION</b>	Approval
<b>COMMITTEE/COMMISSION RECOMMENDATION</b>	N/A
<b>ATTORNEY RECOMMENDATION</b>	Approval (May be subject to Attorney/Client Privilege and not available under FOIA)
<b>ADDITIONAL REMARKS</b>	
<b>APPROVAL OF SUPERVISOR</b>	_____

Resolution #

Motion by \_\_\_\_\_, Support by \_\_\_\_\_, that

**Whereas**, the Van Buren Township believes quality roads are a vital part of any community, and

**Whereas**, certain improvements are necessary to County Local Roads to increase traffic safety, and

**Whereas**, the County of Wayne has committed to Van Buren Township to assist financially during fiscal Years 2014-15 and 2015-16 in the improvements to local roads within the township limits, and

**Whereas**, Wayne County will provide payment to the Van Buren Township up to 80% or the capped amount of \$ 750,000 per year as the COUNTY's participation of the total Project Costs; and

**Whereas**, upon execution of this Agreement by the COUNTY, the COUNTY will provide a Working Capital Advance to the TOWNSHIP in the amount of \$187,500 as twenty five percent (25%) of the COUNTY's participation of the FY 14-15 total Project Cost; and

**Now, therefore be it resolved**, that the Charter Township of Van Buren Board of Trustees does hereby approve the proposed Agreement between Van Buren Township and County of Wayne for the improvements of Local County Roads within the Township and

**Be it further resolved**, that the Supervisor and Clerk are authorized to execute the Agreement on behalf of the Charter Township of Van Buren

YEAS:

NAYS:

ABSENT:

ABSTAIN:

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the board of Trustees of the Charter Township of Van Buren, County of Wayne, Michigan, at a meeting held on

\_\_\_\_\_.

**INTERGOVERNMENTAL AGREEMENT**

**between**

**THE COUNTY OF WAYNE**

**a n d**

**VAN BUREN TOWNSHIP**

**LOCAL PARTNERING INITIATIVE**

**FOR**

**TOWNSHIP ROADS**

**Wayne County Work Order No. 95765**

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**THIS AGREEMENT**, between the County of Wayne, Michigan, a body corporate and Charter county, (hereinafter, the “COUNTY”) and the Van Buren Township, A Michigan municipal corporation, (hereafter referred to as the “TOWNSHIP”).

This Agreement is made for the purpose of fixing the rights and obligations of the parties with the respect to the following improvements on Local Roads, which are county roads located in the TOWNSHIP hereinafter referred to as the “Project”:

**PROJECT**

**FISCAL YEAR 14-15**

Venetian Avenue from Belleville Road to Dewitt Road  
Dewitt Road from Venetian Avenue to I-94 South Service Road  
Jeanette Avenue from Dewitt Road to I-94 South Service Road  
and  
Various Roads in the Walden Woods Subdivision

**WHEREAS**, Local Roads are roads under the jurisdiction and control of the COUNTY, and are located within the TOWNSHIP; and

**WHEREAS**, Act 51 of the Public Acts of 1951, as amended, authorizes counties to enter into contracts to perform work on any local road, or street within the limits of a county or adjacent thereto, and provides for the joint participation in the cost thereof; and

**WHEREAS**, the Project will significantly enhance the road system for the citizens of the COUNTY and the TOWNSHIP; and

**WHEREAS**, the COUNTY has approved funding up to \$750,000 for FY 14-15 and targeted funding up to \$750,000 for FY 15-16, subject to the budget approval of the Wayne County Administration and the Wayne County Board of Commissioners, for a total of \$1,500,000 and the

local share of the Project Costs represent the 20% match of the Project, as part of its Local Partnering Initiative described in Exhibit A; and

**WHEREAS**, the parties hereto have reached an understanding with each other regarding the performance of the Project and desire to set forth this understanding in the form of a written Agreement.

**NOW THEREFORE**, in consideration of the mutual understandings of the parties and in conformity with applicable law, it is agreed:

## **ARTICLE 1 DEFINITIONS**

Wherever used in this Agreement, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

- 1.1 **AGREEMENT** - The written contract between COUNTY and the TOWNSHIP regarding the Project.
- 1.2 **AS-BUILTS (AS-BUILT DRAWINGS)** - Reproducible Project construction drawings revised to show significant changes made during the construction process; usually based on marked-up prints, drawings and other data.
- 1.3 **BID** - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Project.
- 1.4 **BIDDER** - Any person, firm or corporation submitting a Bid for the Project.
- 1.5 **BIDDING DOCUMENTS** - The advertisement and invitation to Bid, including approved plans, specifications, addendum, and other documents issued on which the Bid is based.
- 1.6 **BONDS** - Bid, Performance and Payment Bonds and other instruments of security, furnished by the Contractor.
- 1.7 **CHANGE ORDER** - The written order of the COUNTY, or its duly authorized representative, for changes in or extras to a contract.

- 1.8 CONSTRUCTION ENGINEERING - All services necessary to adequately assure that the Project is being constructed in substantial conformance with the as Bid plans and specifications, together with any changes, extras, amendments, addendum, and/or bulletins. Services include, but are not limited to, contract administration, construction staking, and construction inspection and/or consultant services. Costs include, but are not limited to, direct labor, equipment, and materials plus current COUNTY charges for the overhead, fringes and benefits.
- 1.9 CONSTRUCTION WORK - All work performed to construct the Project in substantial conformance with the as Bid plans and specifications, together with any changes, extras, amendments, addendum, and/or bulletins. Work is to be performed by the responsive qualified low Bidder together with approved subcontractors, COUNTY forces, and/or the third parties that have a relevant interest in the Project. Costs include, but are not limited to, unit prices extended for actual quantities completed, lump sum work, force account work that includes, but is not limited to, direct labor, equipment, materials plus current COUNTY charges for costs directly associated with the Project construction.
- 1.10 ENGINEER - The Director of Engineering/County Highway Engineer for Wayne County or his duly appointed representative who is responsible for engineering supervision of preliminary engineering, construction engineering and/or quality control testing aspects of the Project.
- 1.11 ENGINEER'S ESTIMATE - The approximated cost of construction work based on plan quantities of Construction Work items defined in the Project plans and specifications.
- 1.12 FORCE ACCOUNT WORK - All cost for any improvement to, or new construction of, traffic control devices, by the COUNTY. Costs include, but are not limited to, direct labor, equipment and materials plus current COUNTY charges for overhead, fringes and benefits.
- 1.13 PRELIMINARY ENGINEERING - All services necessary to adequately prepare plans and specifications for the Project, together with any changes, extras, amendments, addendum, and/or bulletins. Preliminary Engineering services may include, but are not limited to, surveys, soil investigations, design, drafting, reviews, permits, and/or consultant services. Costs include, but are not limited to, direct labor, equipment, and materials plus current COUNTY charges for overhead, fringes and benefits.
- 1.14 PROJECT COSTS - See Article 2.



- 1.15 **QUALITY CONTROL TESTING** - All services necessary to adequately assure that the Project materials are being supplied and/or installed in substantial conformance with the as Bid plans and specifications, together with any changes, extras, amendments, addendum, and/or bulletins. Services include, but are not limited to, sampling onsite, sampling at the source, onsite testing, and laboratory testing and/or consultant services. Costs include, but are not limited to, direct labor, equipment, and materials together with the current appropriate COUNTY charges for overhead, fringes and benefits.
- 1.16 **WORKING CAPITAL ADVANCE** - A non-interest bearing deposit by the COUNTY with the TOWNSHIP, which will be used by the TOWNSHIP for Project Costs.
- 1.17 Fiscal Year 14-15 is October 1, 2014 to September 30, 2015 and Fiscal Year 15-16 is October 1, 2015 to September 30, 2016.

## **ARTICLE 2 PROJECT COSTS**

- 2.1 As herein used, the term "Project Costs", shall include, but not be limited to, the cost of the Preliminary Engineering, Construction Work, Construction Engineering, Quality Control Testing, and/or other miscellaneous work together with any costs associated with changes, Change Orders, extras, amendments, addenda, and/or bulletins.
- 2.2 The parties acknowledge that the construction Bids are subject to Change Orders and that the TOWNSHIP will pay accordingly.
- 2.3 The necessity of securing any easements and/or right-of-ways will be part of another separate agreement.

**ARTICLE 3**  
**WAYNE COUNTY'S RESPONSIBILITIES**

- 3.1 The COUNTY shall review the TOWNSHIPS project proposals for FY 14-15 and FY 15-16.
- 3.2 The COUNTY will issue the contractor a permit to perform construction work in Wayne County road Right-of-Way. Permit application fee, plan review fees and inspection charges shall be waived for this program.

**ARTICLE 4**  
**TOWNSHIP RESPONSIBILITIES**

- 4.1 The TOWNSHIP shall perform all Preliminary Engineering or have preliminary Engineering performed by an MDOT prequalified engineering firm.
- 4.2 The TOWNSHIP shall arrange for the contract bidding, award of the contract and administer the contract.
- 4.3 The TOWNSHIP shall perform all Construction Engineering or have Construction Engineering performed by an MDOT prequalified engineering firm.
- 4.4 The TOWNSHIP shall perform the Quality Control Testing of all materials to be incorporated into the Project or have Quality Control Testing performed by an MDOT prequalified engineering firm.
- 4.5 The TOWNSHIP shall appoint an Engineer for the Construction Work for the Project.

- 4.6 The contractor hired by the TOWNSHIP must apply for and meet the requirements for a Wayne County Permit which will require the contractor to be insured and provide security in the form of a cash bond or irrevocable letter of credit.
- 4.7 The TOWNSHIP shall keep accurate records and accounts of the Project Costs that shall be accessible for inspection and audit by a representative of the COUNTY.
- 4.8 The TOWNSHIP shall submit its projects for FY 15-16 by November 30, 2015 for COUNTY review and approval, which shall become an approved amendment to this Agreement.
- 4.9 Township projects which are bid and awarded to a contractor for Project Construction Work in a fiscal year may extend past the fiscal year end date.

## **ARTICLE 5 COST SHARING**

- 5.1 The parties hereto acknowledge that the COUNTY shall pay up to 80% of project costs and that COUNTY funds are capped at \$750,000 for each fiscal year. Any unused portion of the COUNTY'S capped amount for the fiscal year may be applied to the following year.
- 5.2 The TOWNSHIP shall provide at least 20% match in township funds or in-kind services or private sources such as homeowner association.
- 5.3 The parties hereto acknowledge that the Bid for the construction costs may exceed the estimated project construction costs as set forth in this Agreement, and the parties hereto agree to pay their respective portions of the actual Project Costs.

- 5.4 The parties hereto acknowledge that during construction Change Orders may be issued which will affect the final costs. The parties hereto agree to accept the judgment of the Engineer as final.

## **ARTICLE 6 PAYMENT TERMS**

- 6.1 The COUNTY shall make payments to the TOWNSHIP upon invoice by the TOWNSHIP.
- 6.2 The COUNTY shall make payment of the invoice(s) within thirty (30) days of receipt of the invoice(s).
- 6.3 Invoices shall be paid until project completion or the capped amount is reached.
- 6.4 Upon execution of this Agreement by the COUNTY, the COUNTY will provide a Working Capital Advance to the TOWNSHIP in the amount of \$187,500 as twenty five percent (25%) of the COUNTY's participation of the FY 14-15 total Project Cost.

## **ARTICLE 7 WAIVER**

- 7.1 The TOWNSHIP further agrees that no provision in this Agreement constitutes or acts as a waiver of any governmental immunity the County, its agencies, officers, employees, agents or elected officials enjoy under applicable statutory or common law.

## **ARTICLE 8 FORCE MAJEURE**

- 8.1 It is mutually understood and agreed that neither of the parties hereto shall be held responsible for damages occasioned by delay or failure to perform where due to fire, strike, flood, acts of God, unavailability of labor, material, legal acts of public authorities, or delays caused by public carriers or third person (including contractors or subcontractors) which cannot reasonably be foreseen or provided against.

#### **ARTICLE 9 HOLD HARMLESS**

- 9.1 Each party to this Agreement shall remain responsible for any claims arising out of its' own acts and/or omissions during the performance of this Agreement, as provided by law.
- 9.2 This Agreement is not intended to increase either party's liability for, or immunity from, tort claims.
- 9.3 This Agreement is not intended nor shall it be interpreted as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.

#### **ARTICLE 10 INSURANCE**

- 10.1 The TOWNSHIP will require that all contractors undertaking work on the Project provide insurance coverage in said amounts as set forth in Exhibit C.
- 10.2 All insurance and bonds shall name the COUNTY OF WAYNE and the TOWNSHIP as insured or beneficiary.

**ARTICLE 11**  
**NOTICE**

- 11.1 Notification regarding anything in connection with this Agreement shall be sent in writing via first class mail to:

For the COUNTY  
Director of Engineering/County Highway Engineer  
Wayne County Department of Public Services  
400 Monroe Street, 3<sup>rd</sup> Floor  
Detroit, MI 48226  
and

Director of Administration  
Wayne County Department of Public Services  
400 Monroe Street, 3rd Floor  
Detroit, MI 48226

For the TOWNSHIP  
Linda Combs, Supervisor  
Van Buren Township  
46425 Tyler Road  
Van Buren Township, MI 48111

- 11.2 Exhibits may be revised by the mutual agreement of the parties as designated in Section 12.1.

**ARTICLE 12**  
**TERMINATION**

- 12.1 The COUNTY may terminate this Agreement without cause at any time, without incurring any liability.

- 11.2 The TOWNSHIP may terminate this Agreement without cause at any time, without incurring any liability not set forth in this Article 12, by giving written notice to the COUNTY of the termination. The notice must specify the effective date of termination at least 30 days prior to its occurrence, and this Agreement will terminate as if the date specified were the date originally given for the expiration of this Agreement. Termination of this Agreement by the TOWNSHIP will not relieve the TOWNSHIP of its share of the Project Costs incurred up to the date of termination of the Agreement.
- 12.3 Regardless of the cause for the termination of this Agreement, each party will assist the other in the orderly termination of this Agreement and will participate, in good faith, in all transfers connected with termination, whether of tangibles or intangibles, as will be necessary for the unimpeded continuation of each party's business.

### **ARTICLE 13 BINDING EFFECT/INTEGRATION**

- 13.1 This Agreement, including the Exhibits hereto embodies the entire Agreement and understanding among the parties hereto and supersedes all prior agreements and understandings related to the subject matter thereof. No rights or remedies are or will be acquired by either party, orally, through implication or otherwise, unless set forth herein.
- 13.2 This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one agreement.

13.3 This Agreement is effective only upon approval of the Charter County of Wayne and the TOWNSHIP as evidenced by the attached Resolutions adopted by the Board of Trustees and the Wayne County Commission.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year written below.

**SIGNED IN THE PRESENCE OF:**

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

**FOR THE COUNTY OF WAYNE**

By: \_\_\_\_\_  
**Warren C. Evans**  
**It's Chief Executive Officer**  
Date: \_\_\_\_\_

**FOR VAN TUREN TOWNSHIP**

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

By: \_\_\_\_\_  
**Linda Combs**  
**It's Supervisor**  
Date: \_\_\_\_\_

**Approved to form:**

By: \_\_\_\_\_  
**Nancy M. Rade**  
**Assistant Corporation Counsel**  
**Wayne County**

**300132nmr04/22/15**

Resolution #

Motion by \_\_\_\_\_, Support by \_\_\_\_\_, that

**Whereas**, the Van Buren Township believes quality roads are a vital part of any community, and

**Whereas**, certain improvements are necessary to County Local Roads to increase traffic safety, and

**Whereas**, the County of Wayne has committed to Van Buren Township to assist financially during fiscal Years 2014-15 and 2015-16 in the improvements to local roads within the township limits, and

**Whereas**, Wayne County will provide payment to the Van Buren Township up to 80% or the capped amount of \$ 750,000 per year as the COUNTY's participation of the total Project Costs; and

**Whereas**, upon execution of this Agreement by the COUNTY, the COUNTY will provide a Working Capital Advance to the TOWNSHIP in the amount of \$187,500 as twenty five percent (25%) of the COUNTY's participation of the FY 14-15 total Project Cost; and

**Now, therefore be it resolved**, that the Charter Township of Van Buren Board of Trustees does hereby approve the proposed Agreement between Van Buren Township and County of Wayne for the improvements of Local County Roads within the Township and

**Be it further resolved**, that the Supervisor and Clerk are authorized to execute the Agreement on behalf of the Charter Township of Van Buren

YEAS:

NAYS:

ABSENT:

ABSTAIN:

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the board of Trustees of the Charter Township of Van Buren, County of Wayne, Michigan, at a meeting held on \_\_\_\_\_.

**RESOLUTION**

No.

By Commissioner[s] [\_\_\_\_\_]

**WHEREAS**, the County of Wayne acting through its County Commission at the request of the County Executive Officer has adopted a budget which includes funding for Local Partnering Initiative for Township Roads which provides for the improvement of certain roads located within the County of Wayne and the financing thereof.

**NOW THEREFORE**, be it:

**RESOLVED**, by the Wayne County Commission this \_\_\_\_ day of \_\_\_\_\_ 2015 that Van Buren Township to provide for cost sharing in the improvements of County Local Roads, as recommended by the Chief Executive Officer, the costs for which are capped at \$750,000 for FY 14-15 and FY 15-16, and which shall be expended from Account 201.44907.808010; and be it further

**RESOLVED**, that Wayne County will provide payment to Van Buren Township a Working Capital Advance in the amount of \$ 187,500 as twenty five percent (25%) of the COUNTY participation of the FY 14-15 total Project Cost; and be it further

**RESOLVED**, that the Chief Executive Officer be, and is hereby duly authorized to execute the aforementioned contract on behalf of the County of Wayne and that the Purchasing Division is authorized to open a Blanket Order with the Van Buren Township for this Agreement.

# Charter Township of Van Buren

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

## REQUEST FOR BOARD ACTION

**WORK STUDY MEETING DATE: 5/18/15**

**BOARD MTG. DATES: 5/19/15**

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

<b>ITEM (SUBJECT)</b>	Design engineering contracts for the Local Roads Initiative Program-for the VENETIAN, JEANETTE, AND DEWITT ROAD IMPROVEMENT DISTRICT; & Walden Woods Subdivision
<b>DEPARTMENT</b>	Developmental Services
<b>PRESENTER</b>	Darrell A. Fecho, Deputy Director Development Services
<b>PHONE NUMBER</b>	(734) 699-8913
<b>INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)</b>	

### Agenda topic **CONTRACTS FOR ENGINEERING SERVICES**

<b>ACTION REQUESTED</b>	
Move _____ Support _____	
<p>That the Board approves contracts as presented with Wade –Trim to perform engineering services under County Local Roads Initiative program for Venetian, Jeanette, and Dewitt Road Improvement District for \$45,000.00 and the Walden Woods Subdivision for \$8,500.00. and authorizes the Supervisor and Clerk to sign on the Township's behalf.</p>	
<b>BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)</b>	
<p>Under the County's Local Road Initiative Program, the Township Engineer will prepare specifications, perform bidding, recommend award on the projects. These engineering expenses are included in the 80% reimbursement of costs from the County &amp; 20% local match contribution. David Nummer has provided contracts on behalf of Wade-Trim to perform engineering services on a lump sum basis. However, neither contract includes construction engineering, testing, or inspection.</p> <p>VENETIAN, JEANETTE, AND DEWITT ROAD IMPROVEMENT DISTRICT = \$ 45,000.00 Based on original budget-----\$104,726 allowance remains for construction engineering and contingency.</p> <p>Walden Woods Subdivision = \$ 8,500.00 Based on original budget-----\$42,298 allowance remains for construction engineering and contingency</p> <p>Attached: Contracts</p>	

<b>BUDGET IMPLICATION</b>	Township expenditures will be entirely reimbursed—County will forward an advance of \$187,500 upon processing of contract Initial engineering invoices can be All Engineering costs are part of the project costs and will be reimbursed through the 80% County participation, the SAD, or the local match from Walden Woods.
<b>IMPLEMENTATION NEXT STEP</b>	Approve & Authorize Engineering contracts.

<b>DEPARTMENT RECOMMENDATION</b>	Approve contracts & authorize design engineering work programs
<b>COMMITTEE/COMMISSION RECOMMENDATION</b>	N/A

<b>ATTORNEY RECOMMENDATION</b>	
(May be subject to Attorney/Client Privilege and not available under FOIA)	
<b>ADDITIONAL REMARKS</b>	
<b>APPROVAL OF SUPERVISOR</b>	_____



# WADE TRIM

May 11, 2015

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

Attention: Mr. Jack Knowles  
Planning and Economic Development Director

Re: Design Engineering Proposal for  
Walden Woods Pavement Rehabilitation

Dear Mr. Knowles:

Van Buren Township is the recipient of funding from Wayne County that may be used to improve local roads. For 2015, a total of \$750,000 is available with a local match of 20% required. One of the projects selected for this year is the rehabilitation of the concrete pavement in the Walden Woods Phases 1-3. The 20% local matching funds will be provided by the Home Owners Association through their infrastructure replacement funds.

Pavement rehabilitation in the Walden Woods project will consist of joint replacement, and removal and replacement of individual concrete panels, curb sections and sidewalk ramps that have deteriorated over time. Some of the street drainage structures have settled and will need to be adjusted so they drain to the roadway properly.

Since this is a maintenance project rather than a complete reconstruction, full detailed plans and specifications are not required. Design engineering for this project will consist of a "log project" specification and details that describe the work to be done and the general locations of the work. The goal of the design engineering is to enable Wayne County to issue permits for the construction and to provide the Contractor enough information to obtain a good competitive bid for the work. Wade Trim pavement engineers will walk the project and mark out locations for panel replacement and joint repair. Quantities of work will then be measured in the field to obtain total quantities to be used for bidding.

We propose to provide the following professional services for this project.

1. Conduct a project kick-off meeting with Wade Trim engineers, Township representatives and Wayne County permitting staff. The purpose of the meeting is to confirm the scope of the work and to review any information that is needed by Wayne County in order to issue construction permits.
2. Wade Trim pavement and construction engineers will field locate and measure the proposed pavement repairs. Quantities will be tabulated for bidding purposes.

Wade Trim Associates, Inc.  
25251 Northline Road  
P.O. Box 10  
Taylor, MI 48180

734.947.9700  
800.482.2864  
734.947.9726 fax  
www.wadetrim.com

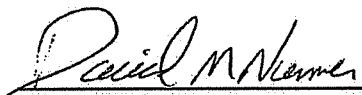


3. We will prepare contract and bidding documents that will be used to obtain competitive bids from contractors. Bidding documents will be made available to contractors through our office.
4. Completed bidding documents will be submitted to Wayne County for review and issuance of construction permits. We will assist the Township in applying for permits and addressing any questions or concerns raised by County staff.
5. Wade Trim will assist the Township with the bidding process including addressing any questions that arise, issuing addendums as necessary and conducting the actual bid opening. All bids received will be verified and tabulated. After review of the bids, Wade Trim will provide a recommendation to the Township Board for award of the project to the lowest responsive bidder.

We propose to provide this scope of services for a lump sum amount of \$8,500.00. This scope of services will bring the project through design and bidding to contract award by the Township, but does not include construction engineering, testing or inspection. We will provide a separate proposal for these services based on the quantities of work and project timeline that is determined through the project design process. Should you have any questions on this proposal please contact our office at 734.947.2793.

Submitted by Wade Trim Associates

Acceptance by Van Buren Township



David M. Nummer, PE, Client Representative

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

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

DMN:ka

VBN 1000-15T

20150511Knowles.docx

cc: Mr. Darrell Fecho, Deputy Director



# WADE TRIM

May 11, 2015

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

Attention: Mr. Jack Knowles, Planning and Economic Development Director

Re: Design Engineering Proposal for Venetian/Dewitt/Jeanette Road Reconstruction

Dear Mr. Knowles:

Van Buren Township is the recipient of funding from Wayne County that may be used to improve local roads. For 2015, a total of \$750,000 is available with a local match of 20% required. One of the projects selected for this year is the reconstruction of Venetian, Dewitt and Jeanette Streets. The 20% local matching funds will be provided by the property owners through a special assessment district.

The streets in the project area appear to have been originally constructed when the lots were platted in the 1950s. The pavement width varies from 19 to 22 feet wide. The existing surface is severely deteriorated with large potholes and significant alligator cracking, both of which are indicative of a structural failure. Drainage for these streets is handled by open roadside ditches. The Township completed a ditching project several years ago to clean out and reestablish proper grade in the ditches, which appear to be working very well.

The proposed project includes reconstruction of the roadway surface and supporting aggregate base. The roadway section will be reconstructed in accordance with Wayne County standard detail L-2, "*Typical (SAD) HMA local road over existing aggregate with open shoulder*". For purposes of cost estimating, we have assumed a pavement section consisting of eight inches of new aggregate base, three inches of HMA base, and 1.5-inches of HMA top. This pavement section will be confirmed with the Wayne County Engineering staff during project design. The pavement surface will be widened to 22 feet which will require cutting back several of the driveways in order to match them into the new pavement. Aggregate bleeders will be extended out to the existing ditch in order to properly drain the sub-base. Due to the ditch restoration project that the Township completed, we are not anticipating the need for any new ditching or replacement of driveway culverts. Other project work will include relocation of mailboxes (if required), restoration of the disturbed areas of the right-of-way, mobilization, traffic control and other associated work items.

We propose to provide the following professional services for this project.

1. Conduct a project kick-off meeting with Wade Trim engineers, Township representatives and Wayne County permitting staff. The purpose of the meeting is to confirm the scope of the work and to review any information that is needed by Wayne County in order to issue construction permits.
2. Our survey crews will complete a topographic survey of the existing pavement, ditches, drive approaches, utilities, structures and other features in the road right-of-way that may be affected by the proposed construction. This topographic data will become the basis for the computer model and roadway design.

Wade Trim Associates, Inc.  
25251 Northline Road  
P.O. Box 10  
Taylor, MI 48180

734.947.9700  
800.482.2864  
734.947.9726 fax  
www.wadetrim.com




3. Soil Borings – For this project, it is important to determine the existing subsurface conditions so the roadway can be designed for maximum service life. We will obtain soil borings to a depth of five feet at several locations along each street.
4. We will design the new pavement based on recommendations from the geotechnical engineer. Reconstruction projects typically involve removal of the old roadway and the old road base. Our plans will include a removal plan, a proposed plan with proposed horizontal and vertical alignments, proposed pavement cross section, limits of construction, existing utilities and associated work items. The preliminary plans will be reviewed with Township staff and Wayne County permitting staff. Any review comments will be incorporated into the final design documents.
5. Our plans will include a proposed construction detour plan for each street.
6. Permitting – We assume that the only permits needed for this project are through Wayne County for work in the right-of-way. We are not anticipating the need for other permits at this time. We will submit plans for permit review and address any comments from the permitting engineer.
7. Wade Trim will prepare specifications, contract documents and a bidding package that can be used to obtain competitive bids for the project.
8. A final construction cost estimate will be provided to the Township based on the final quantities and final design.
9. Wade Trim will assist the Township with the bidding process including addressing any questions that arise, issuing addendums as necessary and conducting the actual bid opening. All bids received will be verified and tabulated. After review of the bids, Wade Trim will provide a recommendation to the Township Board for award of the project to the lowest responsive bidder.

We propose to provide this scope of services for a lump sum amount of \$45,000.00. This scope of services will bring the project through design and bidding to contract award by the Township, but does not include construction engineering, testing or inspection. We will provide a separate proposal for these services based on the quantities of work and project timeline that is determined through the project design process. Should you have any question on this proposal, please contact our office at 734.947.2793.

Submitted by Wade Trim Associates

Acceptance by Van Buren Township

  
David M. Nummer, PE, Client Representative

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

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

DMN:ka  
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cc: Mr. Darrell Fecho, Deputy Director