

CHARTER TOWNSHIP OF VAN BUREN BOARD OF TRUSTEES
May 16, 2016 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 Stormwater Maintenance Agreement with L&W Engineering.
2. Discussion on the Stormwater Maintenance Agreement with Bethany Bible Church
3. Discussion on the contract between the Township and Wiese's Lawn Care for the 2016 Ordinance and Code enforcement mowing of non-township properties.
4. Discussion on the contract with Zambelli Fireworks Company for the 2016 Fireworks Show.
5. Discussion on the Walden Woods Paving Repairs Project Change order for additional work and additional construction engineering.
6. Discussion on Ordinance 5-16-16 to provide regulations for the registration of medical marihuana cultivation facilities in the Township.

PUBLIC COMMENT:

ADJOURNMENT:

Charter Township of Van Buren

REQUEST FOR BOARD ACTION

Agenda Item: _____

Work Study Date: 5/16/16

Board Meeting: 5/17/16

Consent Agenda X

New Business _____

Unfinished Business: _____

Public Hearing _____

ITEM (SUBJECT)	Granting approval of the Stormwater Maintenance Agreement with L & W Engineering at 6201 Haggerty
DEPARTMENT	Planning
PRESENTER	Matthew R. Best, Deputy Director of Planning and Economic Development
PHONE NUMBER	(734) 699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Ron Akers, Director of Planning and Economic Development

Agenda topic

ACTION REQUESTED	
Granting approval of the Stormwater Maintenance Agreement with L & W Engineering at 6201 Haggerty and authorize the Supervisor or her designee to sign the permit.	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
This agreement designates that the property owner will be responsible for and maintain the stormwater facilities on the property at 6201 Haggerty	
BUDGET IMPLICATION	None
IMPLEMENTATION NEXT STEP	Supervisor or her designee to sign agreement.
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/ COMMISSION RECOMMENDATION	N/A
ATTORNEY RECOMMENDATION	The document was reviewed by the Township Attorney. (May be subject to Attorney/Client Privilege and not available under FOIA)
ADDITIONAL REMARKS	This is the standard agreement between Van Buren Township and a property owner.
APPROVAL OF SUPERVISOR	_____

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

This Storm Water Management System Maintenance and Repair Agreement ("AGREEMENT") made and entered into as of March 15, 2016, by and among the CHARTER TOWNSHIP OF VAN BUREN, a municipal corporation, with principal offices located at 46425 Tyler Road, Van Buren Township, MI 48111, hereafter referred to as the "TOWNSHIP"; and Jones & Jones Leasing Co., LLC, a Michigan limited liability company, whose principal office is located at 101 N. Main Street, Ann Arbor, Michigan 48104, hereafter referred to as "OWNER".

WITNESSETH:

WHEREAS, the OWNER owns a certain real property located at 6201 Haggerty Road, in Van Buren Township, Wayne County, Michigan, and described in the legal description attached as Exhibit A; and

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

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

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

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

WHEREAS, the TOWNSHIP has received permit number C-47845("Permit") attached as Exhibit C issued by Wayne County authorizing the construction, operation and maintenance of the OWNER's Plan, CONNECTIONS and FACILITY; and

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

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

1. The OWNER shall be responsible for and shall pay all costs related to the construction, operation, maintenance and repair of the FACILITY. The OWNER shall be responsible for all subsequent liabilities and costs for the maintenance, operation, repair and replacement of the FACILITY. The OWNER shall be fully, completely and unconditionally responsible for, shall assume all TOWNSHIP obligations under the Permit and shall pay all costs related to performing the requirements of the Permit and Plan.
2. The TOWNSHIP may enter upon the OWNER's property upon reasonable notice for the purposes of inspecting, repairing and maintaining said storm drainage system and private sewer pipe, in which event the OWNER agrees to pay to the TOWNSHIP all charges and expenses incurred thereon. In the event that the OWNER shall, at any time, fail to carry out the responsibilities specified within this Agreement, and/or in the event of a failure to preserve and/or maintain the FACILITY in reasonable order and condition, TOWNSHIP may serve written notice upon the OWNER setting forth the deficiencies in maintenance and/or preservation along with a demand that the deficiencies be cured within a stated reasonable time period and, if not cured, the TOWNSHIP shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter the Property and perform such obligation or take such corrective measures as reasonably found by the TOWNSHIP to be appropriate or necessary. The cost and expense of making and financing such

actions by the TOWNSHIP, including notices by the TOWNSHIP and actual legal fees incurred by the TOWNSHIP, plus an administrative fee in an amount not to exceed twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by OWNER within thirty (30) days of a billing to the OWNER. All unpaid amounts may be placed on the delinquent tax roll of the TOWNSHIP and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the TOWNSHIP, such costs and expenses may be collected by suit initiated against the OWNER and in such event; the OWNER shall pay all court costs and actual attorney fees incurred by the TOWNSHIP in connection with such suit.

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

repair, operation (or omission in such regard) or use of the FACILITY or CONNECTIONS or the use of the Wayne County storm water management system to drain the FACILITY or the CONNECTIONS, which arise out of carrying storm drainage from the manufacturing facility into the CONNECTIONS, or on account of any damages to the manufacturing facility, flooding of the manufacturing facility or diminution in the use of the CONNECTIONS, or the failure of the OWNER to comply with the requirements of the Permit or Plan or any other obligations of this Agreement.

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

{Signatures on the following page}

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective duly authorized officers, managers, or members all as of the day and year above written.

OWNER: Jones & Jones Leasing Co. LLC

By: Scott Jones

Its: Manager

By:

Its: Manager

-and-

By:

Its:

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 14TH day of MARCH, 2016, by SCOTT L. JONES in his capacity as Manager of JONES & JONES LEASING, a Michigan limited liability company, on behalf of such limited liability company.

MICHELLE R. DAMATO, Michelle R. Damato

Notary Public, WAYNE County, MICHIGAN

My commission expires: MARCH 10, 2021

{Signatures on the following page}

TOWNSHIP:

CHARTER TOWNSHIP OF VAN BUREN,
a Michigan Body Public

By: _____
Linda Combs, Supervisor

By: _____
Leon Wright, Clerk, CMC

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE .)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016,
by Linda Combs and Leon Wright, the Supervisor and Clerk, respectively, of the Charter
Township of Van Buren, a Michigan body public, on behalf of said body.

Notary Public, Wayne County, Michigan

My Commission expires: _____

DRAFTED BY AND WHEN
RECORDED RETURN TO:

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

SCHEDULE A

The land referred to in the commitment, situated in the County of Wayne, Township of Van Buren, State of Michigan is described as follows:

PARCEL A:

Commencing at the West ¼ corner of Section 1, Town 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan; thence North 01°30'47" W 1,137.49 feet along the west line of said section 1 and the centerline of Haggerty Road to the Point of Beginning; thence continuing North 01°30'47" W 30.66 feet along the West line of said Section 1 and the centerline of Haggerty Road; thence South 89°39'31" E 60.03 feet along the South line of the North 17.00 acres of the South 53.35 acres of the West ½ of the Northwest ¼ of said Section 1; thence North 01°30'47" W 516.92 feet along the East line of Haggerty Road; thence North 87°49'20" E 276.51 feet; thence North 88°05'25" E 501.98 feet; thence South 89°39'31" E 509.18 feet along the North line of the North 17.00 acres of the South 53.35 acres of the West ½ of the Northwest ¼ of said Section 1; thence South 01°55'26" E 693.88 feet along the East line of the West ½ of the Northwest ¼ of said Section 1; thence South 87°46'03" W 652.45 feet along the center line of the existing Bell Drain; thence North 01°28'46" W 349.20 feet; thence South 88°35'20" W 364.39 feet; thence South 01°28'46" E 179.42 feet; thence South 87°46'03" W 335.68 feet to the Point of Beginning, being a part of the Northwest ¼ of Section 1, Town 3 South, Range 8 East, Van Burn Township, Wayne County, Michigan.

Less Quit Claim to Wayne County August 2014:

Land in the Township of Van Buren, Wayne County, Michigan, described as: West ¼ corner of Section 1, Town 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan; thence North 01°30'47" West 1,137.49 feet along the west line of said section 1 and the centerline of Haggerty Road to the Point of Beginning; thence continuing North 01°30'47" W 30.66 feet along the West line of said Section 1 and the centerline of Haggerty Road; thence South 89° 39' 31" E 60.03 feet along the South line of the North 17.00 acres of the South 53.55 acres of the West ½ of the Northwest ¼ of said Section 1; thence South 01°30'47' E 30.66 feet; thence South 87°46'03" W 60.03 feet to the Point of Beginning. Approximately 180 square feet part of tax id 83-002-99-0025-701.

Commonly known as: 6201 Haggerty Road, Belleville, Michigan 48111

Tax ID: 83-002-99-0025-701

PRIVATE SPONSORED PROJECT
EASEMENT FOR WATER MAIN

PARCEL/LOT & SUBN. _____

SIDWELL NO. 83-002-99-0025-701

More commonly known as: 6201 Haggerty Road
Belleville, Mi. 48111

THIS INDENTURE made the 22nd day of December A.D. 2015 between

Jones & Jones Leasing Co., L.L.C., a Michigan Limited Liability Company, 17757 Woodland Drive, New Boston,
Michigan 48164 party of the first part, and the Charter Township of Van Buren, a
Municipal Corporation, of the County of Wayne, State of Michigan, party of the second part.

*46425 Tyler Road, Van Buren Township, MI 48111

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of One Dollar and other valuable consideration to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, do, by these presents, grant unto the said party of the second part, its successors, and assigns, an easement for the purpose of access to install and maintain water lines and connections and equipment therefor, in, unto, and upon that certain piece of land situated in the Township of Van Buren, County of Wayne, and State of Michigan, to-wit:

See Exhibit "A" - Property Description
See Exhibit "B" - Easement Description
See Exhibit "C" - Easement Sketch

PROVIDED: That the granting of the above easement does not vest in the party of the second part authority to use any portion of the said property for purposes other than herein designated: Provided also, that this easement shall obligate the party of the first part to pay all costs associated with restoration work, performing maintenance and replacement operations. Provided, also, that this easement shall continue for such period of time as the said party of the second part, their successors, and assigns, shall maintain said water lines to provide service to the local community.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

OWNER: Jones & Jones Leasing Company, L.L.C.

By: _____

Title: President

Scott L. Jones

STATE OF MICHIGAN) SS
COUNTY OF WAYNE)

On this 23rd day of DECEMBER, 2015, before me, the subscriber, a Notary Public in and for said County, personally appeared:

Scott L. Jones, General Partner of Jones & Jones Leasing Company, L.L.C., A Michigan Limited Liability Company
to me known to be the same persons described in and who executed the within instrument, and who have acknowledged the same to be their free act and deed.

INSTRUMENT DRAFTED BY:

Lance Warden
3819 E. Pineview Drive
Dexter, Mi. 48130

Notary Public, WAYNE County, Michigan

My commission expires 03/10/2021

WHEN RECORDED RETURN TO:

Van Buren Township
46425 Tyler road
Van Buren Township, Mi. 48111

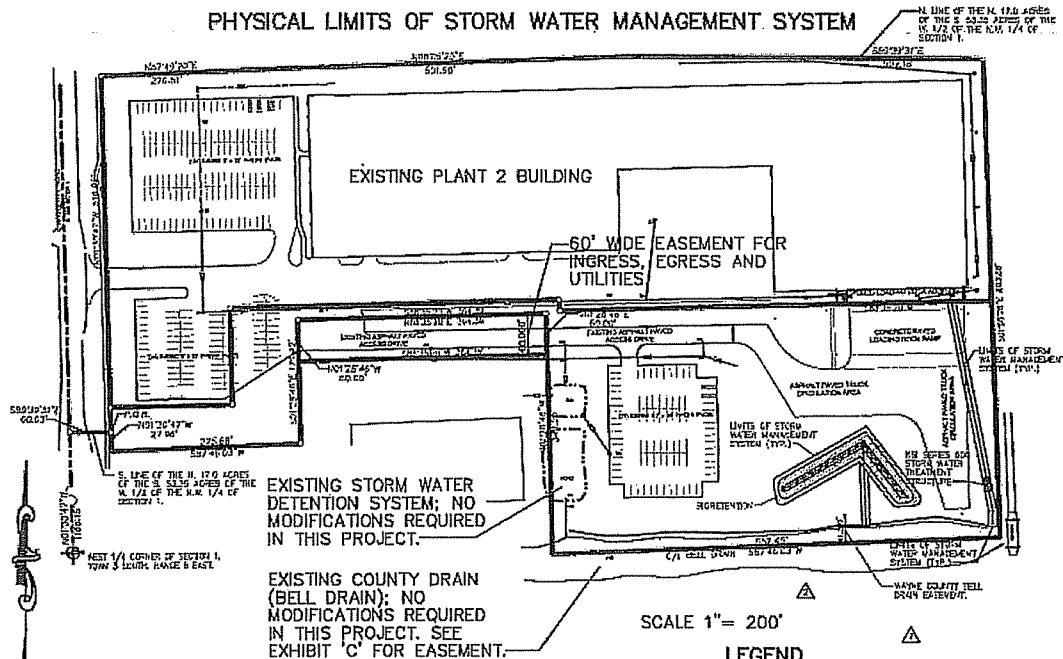
Attn: Mr. Leon Wright, Clerk

MICHELLE R DAMATO, Michelle R. Damato
Notary Public, State of Michigan
County of Wayne
My Commission Expires March 10, 2021
Acting in the County of Wayne

Revised 4/22/2014

Exhibit A

PHYSICAL LIMITS OF STORM WATER MANAGEMENT SYSTEM



LEGAL DESCRIPTION:

Tax Item No. 83-002-99-0025-701

The land referred to in this Commitment, situated in the County of Wayne, Township of Van Buren, State of Michigan, is described as follows:

PARCEL A:

Commencing at the West 1/4 corner of Section 1, Town 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan; thence North 01 degree 30 minutes 47 seconds West 1168.15 feet along the west line of said section 1 and the centerline of Haggerty Road; thence South 89 degrees 39 minutes 31 seconds East, 60.03 feet along the South line of the North 17.00 acres of the South 53.35 acres of the West 1/2 of the Northwest 1/4 of said Section 1; to the "POINT OF BEGINNING"; thence North 01 degree 30 minutes 47 seconds West, 516.92 feet along the East line of Haggerty Road; thence North 87 degrees 49 minutes 20 seconds East, 276.51 feet; thence North 88 degrees 05 minutes 25 seconds East, 501.98 feet; thence South 89 degrees 39 minutes 31 seconds East, 509.18 feet along the North line of the North 17.00 acres of the South 53.35 acres of the West 1/2 of the Northwest 1/4 of said Section 1; thence South 01 degree 55 minutes 26 seconds East, 693.88 feet along the East line of the West 1/2 of the Northwest 1/4 of said Section 1; thence South 87 degrees 46 minutes 03 seconds West, 652.45 feet along the center line of the existing bell drain; thence North 01 degree 28 minutes 46 seconds West, 349.20 feet; thence South 88 degrees 35 minutes 20 seconds West, 364.39 feet; thence South 01 degree 28 minutes 46 seconds East, 179.42 feet; thence South 87 degrees 46 minutes 03 seconds West, 275.68 feet, thence North 01 degree 30 minutes 47 seconds West 27.96 feet; to the POINT OF BEGINNING, being part of the Northwest 1/4 Section 1, Town 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan, and containing 17.07 acres of land, more or less. Being subject to a 12.00 foot wide easement in favor of Detroit Edison Company as recorded in Liber 24388, Page 834 Wayne County Records, also subject to easements and restrictions of record, if any.

Together with a 60.00 foot wide easement for ingress and egress and the installation and maintenance of utilities.

described as follows:

Commencing at the West 1/4 corner of Section 1, Town 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan; thence North 01 degree 30 minutes 47 seconds West, 1137.49 feet along the West line of said Section 1 and the centerline of Haggerty Road; thence North 87 degrees 46 minutes 03 seconds East, 335.68 feet; thence North 01 degree 28 minutes 46 seconds West, 179.42 feet, to the POINT OF BEGINNING; thence North 88 degrees 35 minutes 20 seconds East, 364.39 feet; thence South 01 degree 28 minutes 46 seconds East, 60.00 feet; thence South 88 degrees 35 minutes West, 364.39 feet; thence North 01 degree 28 minutes 46 seconds West, 60.00 feet, to the POINT OF BEGINNING; and containing 0.50 acres of land, more or less. Being subject to easements and restrictions of record, if any.

PROJECT LOCATION

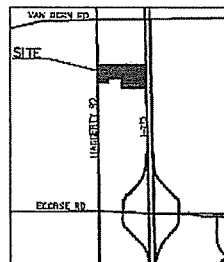
PROPOSED LOADING DOCK ADDITION
L&W PLANT No.2
6201 HAGGERTY ROAD
VAN BUREN TOWNSHIP,
WAYNE COUNTY, MICHIGAN 48111

OWNER

L&W GROUP, L.L.C.
17757 WOODLAND DRIVE
NEW BOSTON, MICHIGAN 48164
CONTACT:
MR. MARK JONES
(734) 397-6300

APPLICANT

LANCE WARDEN
BUILDING SPECIALIST L.L.C.
3819 PINEVIEW DR. E.
DEXTER, MICHIGAN 48130
MR. LANCE WARDEN
(734) 276-8672



L. WARDEN, DESIGNER
LANCE WARDEN, BUILDING SPECIALIST L.L.C.

3819 PINEVIEW DRIVE EAST DEXTER, MICHIGAN 48130
(734) 426-0468, (734) 276-8672

REV: OCT.14, 2014
DATE: FEB. 10, 2014
JOB No.: 130700
SHEET: 1 OF 2

SITE LOCATION
N.T.S.

WAYNE COUNTY REF.
No.: R 13-296

Charter Township of Van Buren

REQUEST FOR BOARD ACTION

Agenda Item: _____

Work Study Date: 5/16/16
Board Meeting: 5/17/16

Consent Agenda X

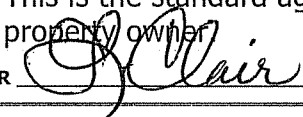
New Business _____

Unfinished Business: _____

Public Hearing _____

ITEM (SUBJECT)	Granting approval of the Stormwater Maintenance Agreement with Bethany Bible Church at 810 East Huron River Drive
DEPARTMENT	Planning
PRESENTER	Matthew R. Best, Deputy Director of Planning and Economic Development
PHONE NUMBER	(734) 699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Ron Akers, Director of Planning and Economic Development

Agenda topic

ACTION REQUESTED	
Granting approval of the Stormwater Maintenance Agreement with Bethany Bible Church at 810 East Huron River Drive and authorize the Supervisor or her designee to sign the permit.	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
This agreement designates that the property owner will be responsible for and maintain the stormwater facilities on the property at 810 East Huron River Drive	
BUDGET IMPLICATION	None
IMPLEMENTATION NEXT STEP	Supervisor or her designee to sign agreement.
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	N/A
ATTORNEY RECOMMENDATION	The document was reviewed by the Township Attorney. (May be subject to Attorney/Client Privilege and not available under FOIA)
ADDITIONAL REMARKS	This is the standard agreement between Van Buren Township and a property owner
APPROVAL OF SUPERVISOR	

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

12

This Storm Water Management System Maintenance and Repair Agreement ("AGREEMENT") made and entered into as of May 5 2016, by and among the CHARTER TOWNSHIP OF VAN BUREN, a municipal corporation, with principal offices located at 46425 Tyler Road, Van Buren Township, MI 48111, hereafter referred to as the "TOWNSHIP"; and Bethany Bible Church, whose principal office is located at 810 East Huron River Drive, Belleville, Michigan 48111, hereafter referred to as "OWNER".

WITNESSETH:

WHEREAS, the OWNER owns a certain real property located at 810 East Huron River Drive, in Van Buren Township, Wayne County, Michigan, and described in the legal description attached as Exhibit A; and

WHEREAS, the OWNER proposes to develop the property described on Exhibit A as a worship facility and in connection therewith has submitted a storm water management system plan to Wayne County and the TOWNSHIP ("Plan"); and

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

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

WHEREAS, the OWNER wishes to retain storm drainage on the proposed worship facility property through internal connection(s) within the property described in Exhibit A, the connections being made by OWNER as shown on Exhibit A. As shown on Exhibit A, attached hereto and made a part hereof by reference, the bio swale connections are hereinafter referred to as the "CONNECTIONS" and the proposed storm water management system to be constructed as part of the proposed worship facility and which will access via the CONNECTIONS is hereinafter referred to as the "FACILITY"; and

WHEREAS, the TOWNSHIP has received permit number C-47747 ("Permit") attached as Exhibit C issued by Wayne County authorizing the construction, operation and maintenance of the OWNER's Plan, CONNECTIONS and FACILITY; and

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

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

1. The OWNER shall be responsible for and shall pay all costs related to the construction, operation, maintenance and repair of the FACILITY. The OWNER shall be responsible for all subsequent liabilities and costs for the maintenance, operation, repair and replacement of the FACILITY. The OWNER shall be fully, completely and unconditionally responsible for, shall assume all TOWNSHIP obligations under the Permit and shall pay all costs related to performing the requirements of the Permit and Plan.
2. The TOWNSHIP may enter upon the OWNER's property upon reasonable notice for the purposes of inspecting, repairing and maintaining said storm drainage system and private sewer pipe, in which event the OWNER agrees to pay to the TOWNSHIP all charges and expenses incurred thereon. In the event that the OWNER shall, at any time, fail to carry out the responsibilities specified within this Agreement, and/or in the event of a failure to preserve and/or maintain the FACILITY in reasonable order and condition, TOWNSHIP may serve written notice upon the OWNER setting forth the deficiencies in maintenance and/or preservation along with a demand that the deficiencies be cured within a stated reasonable time period and, if not cured, the TOWNSHIP shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter the Property and perform such obligation or take such corrective measures as reasonably found by the TOWNSHIP to be appropriate or necessary. The cost and expense of making and financing such

actions by the TOWNSHIP, including notices by the TOWNSHIP and actual legal fees incurred by the TOWNSHIP, plus an administrative fee in an amount not to exceed twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by OWNER within thirty (30) days of a billing to the OWNER. All unpaid amounts may be placed on the delinquent tax roll of the TOWNSHIP and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the TOWNSHIP, such costs and expenses may be collected by suit initiated against the OWNER and in such event; the OWNER shall pay all court costs and actual attorney fees incurred by the TOWNSHIP in connection with such suit.

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

repair, operation (or omission in such regard) or use of the FACILITY or CONNECTIONS or the use of the Wayne County storm water management system to drain the FACILITY or the CONNECTIONS, which arise out of carrying storm drainage from the worship facility into the CONNECTIONS, or on account of any damages to the worship facility, flooding of the worship facility or diminution in the use of the CONNECTIONS, or the failure of the OWNER to comply with the requirements of the Permit or Plan or any other obligations of this Agreement.

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

{Signatures on the following page}

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective duly authorized officers, managers, or members all as of the day and year above written.

OWNER:

Bethany Bible Church
810 East Huron River Drive
Belleville, MI 48111

By: Kevin Losen

Its: Chairman of the Board

By: _____

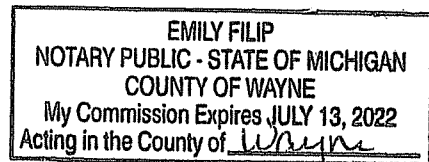
STATE OF MICHIGAN)
) ss
COUNTY OF Wayne)

The foregoing instrument was acknowledged before me
this 5th day of May, 2016, by Kevin Losen in his
capacity as Chairman of the Board, Bethany Bible Church,
on behalf of such church.

Notary Public, Wayne County, Michigan

My commission expires: July 13, 2022

{Signatures on the following page}



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

By: _____
Linda Combs, Supervisor

By: _____
Leon Wright, Clerk, CMC

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015,
by Linda Combs and Leon Wright, the Supervisor and Clerk, respectively, of the Charter
Township of Van Buren, a Michigan body public, on behalf of said body.

Notary Public, Wayne County, Michigan

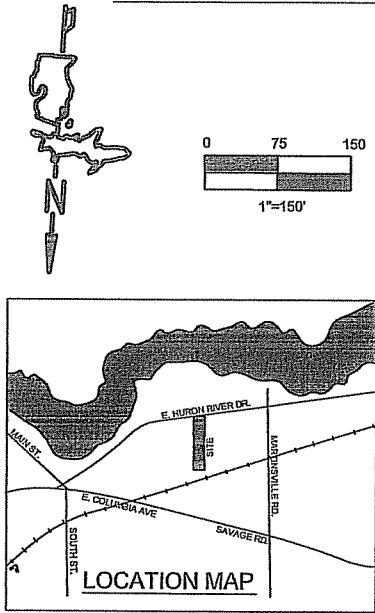
My Commission expires: _____

DRAFTED BY AND WHEN
RECORDED RETURN TO:

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

EXHIBIT "A"

PHYSICAL LIMITS OF STORM WATER MANAGEMENT SYSTEM



LEGEND

VAN BUREN TOWNSHIP STORM
MAINTENANCE RESPONSIBILITY

LEGAL DESCRIPTION

PARCEL 83-088-99-0013-000

A PARCEL OF LAND IN THE SE 1/4 OF SECTION 22, T35, R06, VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS:
BEGINNING NB3°10'00"E, 563.90 FEET FROM THE NE CORNER OF "HURON PARK SUBDIVISION" AS RECORDED IN LIBER 46, PAGE 38, WAYNE COUNTY RECORDS;

THENCE CONTINUING NB3°10'00"E, 164.00 FEET; THENCE S00°17'00"W, 439.44 FEET; THENCE SB3°10'00"W, 164.00 FEET; THENCE N 00°17'00"E 439.44 FEET TO THE POINT OF BEGINNING. CONTAINING 3.64 ACRES OF LAND MORE OR LESS.

SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE NORTHERLY 33 FEET FOR HURON RIVER DRIVE, AND ANY EASEMENTS OF RESTRICTIONS OF RECORD.

PARCEL 83-088-99-0013-701

A PARCEL OF LAND IN THE SE 1/4 OF SECTION 22, T35, R06, VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS:
BEGINNING NB3°10'00"E, 563.90 FEET FROM THE NE CORNER OF "HURON PARK SUBDIVISION" AS RECORDED IN LIBER 46, PAGE 38, WAYNE COUNTY RECORDS;

THENCE NB3°10'00"E, 75.00 FEET; THENCE S 00°17'00"W, 378.58 FEET; THENCE NB3°10'00"E 164.00 FEET; THENCE S00°17'00"W, 1169.78 FEET TO THE NORTHERLY R.O.W. OF THE WABASH R.R.; THENCE S73°38'30"W, ALONG SAID R.O.W. 247.52 FEET; THENCE N00°17'00"E, 1590.93 TO THE POINT OF BEGINNING.

CONTAINING 7.13 ACRES OF LAND MORE OR LESS.

SUBJECT TO ANY EASEMENTS OF RESTRICTIONS OF RECORD.

PARCEL 83-088-99-0010-000

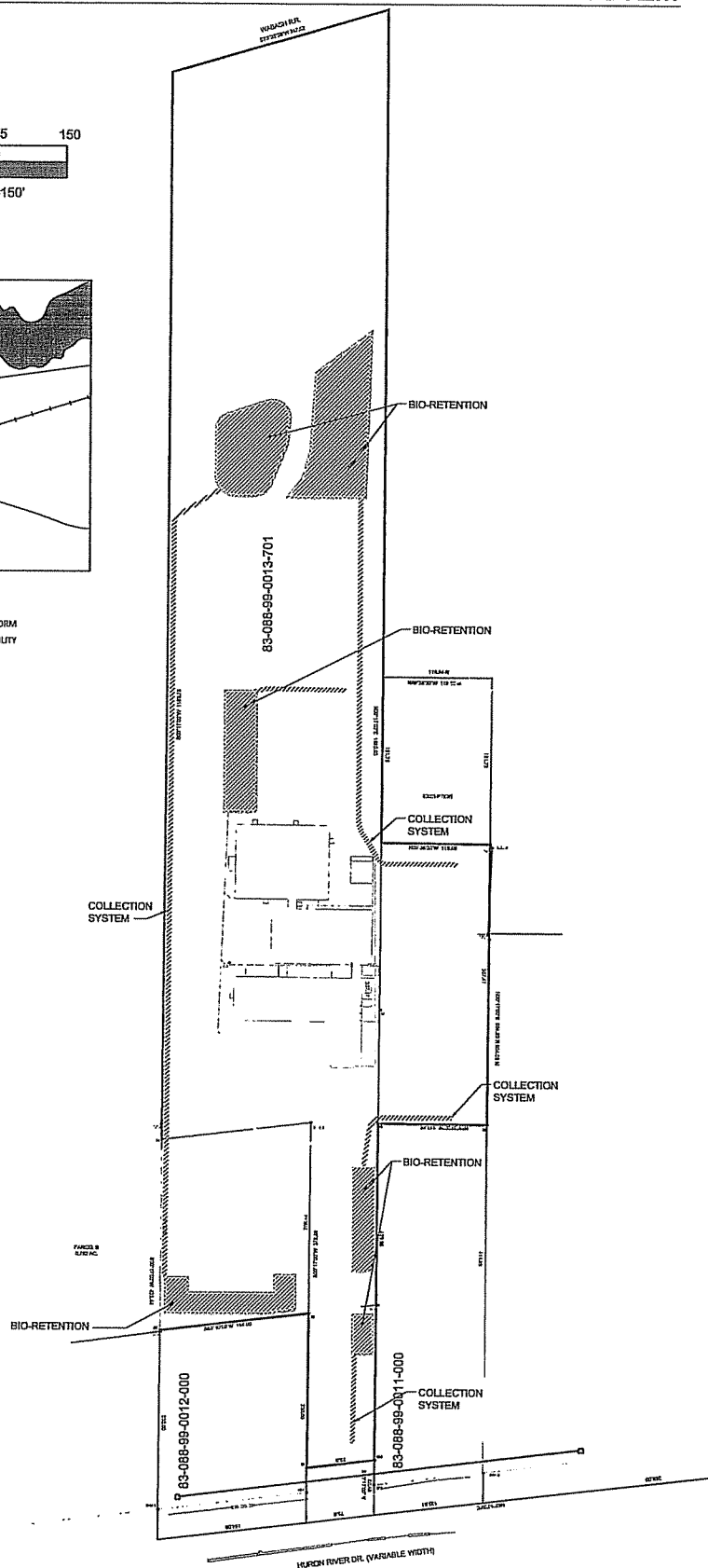
A PARCEL OF LAND IN THE SE 1/4 OF SECTION 22, T35, R06, VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS:
BEGINNING NB3°10'00"E, 563.90 FEET FROM THE NE CORNER OF "HURON PARK SUBDIVISION" AS RECORDED IN LIBER 46, PAGE 38, WAYNE COUNTY RECORDS;

THENCE CONTINUING NB2°49'30"E, 120.81 FEET; THENCE S00°00'00"W, 919.20 FEET; THENCE N89°59'00"W, 119.84 FEET; THENCE N00°00'00"E, 904.80 FEET TO THE POINT OF BEGINNING, EXCEPTING THE SOUTHERLY 181.75 FEET, THEREOF.

CONTAINING 2.01 ACRES OF LAND MORE OR LESS.

SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE NORTHERLY 33 FEET FOR HURON RIVER DRIVE, AND ANY EASEMENTS OF RESTRICTIONS OF RECORD.

LEGAL DESCRIPTION TAKEN FROM SURVEY AS PREPARED BY APEX SURVEY, DATED 5-13-13



ENLOW ENGINEERING, LLC

30773 MILFORD RD. SUITE 208
NEW HUDSON, MI 48165
P: 248-345-1771
F: 248-486-4002
W: WWW.ENLOWENGINEERING.COM

DATE: 08-05-14

REV: _____ DATE: _____

REV: _____ DATE: _____

SHEET 1 OF 1

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

Wayne County DPS Permit No.: M-
Wayne County DPS Plan Review No.: R14-180

A. Physical Limits of the Storm Water Management System

The storm water management system (SWMS) subject to this long-term maintenance plan (Plan) is depicted on Exhibit A to the permit and includes without limitation the storm sewers, catch basins, vegetated swales, bioretentions, buffer strips, and vegetated swales that convey flows to bioretentions. For the purposes of this plan, this storm water management system (SWMS) and all of its components as shown in Exhibit A is referred to as "Bethany Bible Church SWMS".

B. Time Frame for Long-Term Maintenance Responsibility

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

C. Manner of Insuring Maintenance Responsibility

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

D. Long-Term Maintenance Plan and Schedule

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

MAINTENANCE ACTIVITIES	SYSTEM COMPONENTS						FREQUENCY
	Storm Collection System (Inlets, Catch Basins, Vegetated Swales, etc.)	Bioretentions	Buffer Strips	Vegetated swales	Pavement Areas, Others,		
Monitoring / Inspection							
Inspect for Sediment Accumulation	X	X		X			Annually
Inspect For Floatables, Dead Vegetation & Debris	X	X	X	X			Annually & After Major Events
Inspect For Erosion And Integrity of Banks & Berms	X	X	X	X			Annually & After Major Events
Monitor Plantings/Vegetation		X	X	X			2 Times per Year
Inspect All Components During Wet Weather & Compare to As-Built Plans	X	X	X	X	X		Annually
Ensure Maintenance Access Remain Open/Clear	X	X	X	X	X		Annually
Preventive Maintenance							
Mowing			X	X			As Needed, select areas only*
Remove Accumulated sediments	X	X		X			As needed
Remove Floatables, Debris, Invasive & Dead Vegetation	X	X	X	X			As Needed
Re-Apply / Replace Mulch Layer		X					Re-apply every 6 Months, Replace every 2 years
Replace Bioretention Subsurface components		X					Every 5 years / or If water ponds>6 hours
Sweeping of Paved Surfaces, Others					X		As Needed
Remedial Actions							
Repair/Stabilize Areas of Erosion	X	X	X	X			As Needed
Replace Dead Plantings and Trees, Reseed Bare Areas		X	X	X			As needed
Structural Repairs	X						As Needed
Make Adjustments/Repairs to Ensure Proper Functioning	X	X	X	X	X		As Needed

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

PROPERTY INFORMATION: Bethany Bible Church 810 E. Huron River Drive Belleville, MI 48111	PROPERTY OWNER: Bethany Bible Church 810 E. Huron River Drive Belleville, MI 48111 Contact: Kevin Losen Phone: (734) 780 - 4385	ENGINEER: Enlow Engineering, LLC 30773 Milford Road, Suite 208 New Hudson, MI 48165 Phone: (248) 345 - 1771 Fax: (248) 486-4002	DATE: 07 / 25 / 2014
			SHEET 1 OF 1

Charter Township of Van Buren

Agenda Item: _____

Work Study: May 16, 2016
Board Meeting Date: May 17, 2016

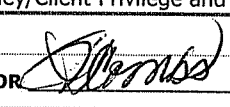
REQUEST FOR BOARD ACTION

X Consent Agenda

ITEM (SUBJECT)	Annual Grass Cutting of Non-Township Owned Properties for Ordinance/Code Enforcement.
DEPARTMENT	DEPARTMENT OF PUBLIC SAFETY – ORDINANCE & CODE ENFORCEMENT
PRESENTER	Lt. Charles Bazzy
PHONE NUMBER	699-8915
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

Agenda topic

ACTION REQUESTED:	
Approval of the contract between the Township and Wiese's Lawn Care for the 2016 Ordinance and Code enforcement mowing of non-Township owned properties and authorize the Clerk to execute the agreement.	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
<p>The Township published a request for bids for the cutting of grass and weeds for properties that are not in compliance with the Township's Code of Ordinances in the paper of record on March 31, 2016. The Bid opening was held on April 21, 2016 at which time only one bid was received. Owners/occupants of properties that are in violation are issued a notice of violation and given a specified time period to correct the issue. Once the township has determined that the violation has not been corrected the successful bidder is notified of the properties to be cut and ensures that the property is brought into compliance. The actual cost for services performed plus a one hundred dollar administrative fee, per violation (Resolution 2007-30), is placed on the property owner's tax bill.</p> <p>Wiese's lawn Care is a locally-based company that has successfully performed this service for the Township for the past three years, has a proven excellent work record, and has a history of being the lowest bidder on several occasions. The contract has provisions for renewal through 2018.</p>	

BUDGET IMPLICATION	None-Fees are recovered through taxes on individual properties serviced
IMPLEMENTATION NEXT STEP	Execute contract.
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	

Colbert County, Alabama for approval of the sale of real and personal property in the Estate of Harold Glen Carrigan, deceased.

DEBORAH BELL PASEUR
Attorney for Petitioner, Matthew W. Coats
Administrator
1847 N. Wood Avenue
Florence, AL 36630
(256) 766-3131

Publish: March 24, 2016;
March 31, 2016; April 7, 2016

Charter Township of Van Buren Public Notice

CHARTER TOWNSHIP OF VAN BUREN REQUEST FOR PROPOSALS GRASS CUTTING AND RELATED SERVICES

The Charter Township of Van Buren, Wayne County, MI is requesting proposals for grass cutting and related services for the enforcement of the Township's Grass and Weeds Ordinance. Bid forms are available at the Township Clerk's Office, 46425 Tyler Road, Van Buren Township, MI 48111, from 7:30 a.m. 4:00 p.m., Monday – Friday. Sealed bids will be received until 2:00 p.m. EST, Thursday, April 21, 2016, and should be submitted to the Clerk's office. Bids may be submitted by U.S. Mail, personal service, or courier service, and no bids submitted by facsimile or electronically will be accepted after 2:00 p.m. EST, Thursday, April 21, 2016. The bids will be publicly opened following the bid deadline. The Township reserves the right to reject any and all bids and is not required to accept the low bid. The Township is an equal opportunity contractor, which does not discriminate based on race, sex, creed, or physical ability. If you have any questions regarding the bid specifications, please contact Lt. Charles Bazy at (734) 699-8915.

Published: March 31, 2016

he needs time for that.

"You can discredit witnesses at trial," Judge Green said, referring to the next step at circuit court.

Halpern persisted, saying police gave him three discs and that's three to four hours of viewing. It includes conversations, the chase, and other things.

Sumpter Det. John Toth said he gave the discovery items to Halpern. Det. Toth said Halpern said he had been on vacation.

USE TO GO.

He said he was running until his security team could help him, but they didn't help him.

"I was running for my life," he said. He said Rosas and Deleon were chasing him, but not Stilson.

Johnson said he was running toward the front of the club, toward Deleon and Rosas and he ran between them with his arms up in the air trying to avoid the knife. He thought, at first, that Deleon had punched him, but he saw the blood and pulled up his clothing to see 18 inches of his intestine hanging out of his body over his pants.

He ran through the field toward the gas station with blood running down. He jumped a fence at the gas station and hid in somebody's back yard until his friend came in his car and he got in his friend's car. They went to the rink and, "I went to the first officer I saw. I went straight up and showed him what happened."

"Was Stilson with Deleon and Rosas?" the

340,000/10% bond.

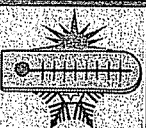
Robertson was scheduled to have his preliminary exam March 23 before Judge Green, but the prosecutor asked for an adjournment until 10 a.m., March 30, in order to get a necessary witness and Judge Green approved that request.

The incident started out in Sumpter Township where Robertson worked at an establishment. He is accused of stealing a car from a coworker and driving off with it. Police said he ended up in a ditch in Van Buren Township where he ran off and struggled with police and gave a false name as identification.

VB Police Lt. Charles Bazy said the Wayne County Prosecutor's office combined the Sumpter and VBT offenses into one set for the prosecution.

Dakota Christian Grinage
Dakota Christian Grinage, 22, is lodged in the Wayne County Jail on a \$25,000/10% bond. He was scheduled for his preliminary

(continued on page 18)



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Air Conditioning • Duct Work • Humidifiers • Water Heaters
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Keith Dudek • Owner
11681 Rawsonville
Belleville, MI 48111

Office: (734) 461-6165
Cell: (734) 730-9733

**CHARTER TOWNSHIP OF VAN BUREN
REQUEST FOR PROPOSALS
GRASS CUTTING AND RELATED SERVICES**

The Charter Township of Van Buren, Wayne County, MI is requesting proposals for grass cutting and related services for the enforcement of the Township's Grass and Weeds Ordinance. Bid forms are available at the Township Clerk's Office, 46425 Tyler Road, Van Buren Township, MI 48111, from 7:30 a.m. 4:00 p.m., Monday – Friday. Sealed bids will be received until 2:00 p.m. EST, Thursday, April 21, 2016, and should be submitted to the Clerk's office. Bids may be submitted by U.S. Mail, personal service, or courier service, and no bids submitted by facsimile or electronically will be accepted after 2:00 p.m. EST, Thursday, April 21, 2016. The bids will be publicly opened following the bid deadline. The Township reserves the right to reject any and all bids and is not required to accept the low bid. The Township is an equal opportunity contractor, which does not discriminate based on race, sex, creed, or physical ability. If you have any questions regarding the bid specifications, please contact Lt. Charles Bazy at (734) 699-8915.

Published: March 31, 2016 Belleville Independent

Further Instructions

1. Telegraphic and/or packages sent by faxes or electronic devices are not acceptable and will be rejected upon receipt. Submitting Contractors will be expected to allow adequate time for delivery of their package either by airfreight, postal service, or other means.
2. The response must be on the forms provided and follow the format outlined in this bid package. Supplemental information may be provided as attachments.
3. **TIMELY SUBMITTALS:** Late submittals may result in the rejection of the package.
4. All information requested herein shall be submitted with the original package; failure to do so may result in the rejection of the package as non-responsive and/or incomplete.
5. Each Contractor must sign the package with their usual signature and shall give their full business address. Packages submitted by partnerships shall be signed with the partnership name by one of the members or by an attorney-in-fact. If signed by an attorney-in-fact, evidence of authority to sign the bids shall be attached. Packages by corporations shall be signed with the name of the corporation followed by the signature and designation of the President, Secretary, or other person authorized to bind it in the matter. In addition, a signed secretary's certificate evidencing the authority of the officer to contract in the name of the corporation shall be included. Any proposal submitted by a Corporation shall bear its seal.
6. Municipalities are exempt from the Michigan State Sales and Federal Excise taxes. Do not include such taxes in the estimate figure. The Township will furnish the successful Contractor with tax exemption certificates when requested.

If there are any questions regarding this bid package, please contact the Lt. Charles Bazzzy at **(734) 699-8915**. Requests for additional information or interpretation of this bid specifications shall be made not less than three (3) days before the final date of submittal for the package.

General Terms and Conditions

1. The evaluation and award of this contract shall be a combination of factors including, but not limited to: evaluation of cost, professional competence, references, the correlation of the package submitted to the needs of the Charter Township of Van Buren, completion of all information requested and detailed in the bid specifications, and other factors considered to be in the best interest of the Township. The Charter Township of Van Buren reserves the right to waive any discrepancies or irregularities in the bid. The Township also reserves the right to reject any and all bids, and is not required to accept the low bid.
2. Preference will be given to local contractors (i.e. 48111 zip code) to help ensure prompt service and recognize familiarity with the geographic area. Final evaluation and award of this contract shall be a combination of factors noted above.
3. The Charter Township of Van Buren reserves the right to retain all packages submitted and to use any ideas in the package regardless of whether that package is selected. Submission of a package indicates acceptance by the Contractor of the conditions contained in the bid specifications, unless clearly and specifically noted in the package submitted and contracted in the Agreement between the Township and the Contractor selected.
4. Prices quoted shall remain firm for ninety (90) days or contract award, whichever comes first, except the successful Contractor whose prices shall remain firm until acceptance of all specified documents. The Township reserves the right to make additions or deletions from the contract at any time during the period of the contract upon written notice to the Contractor.
5. The Contractor is not to unbalance his bid. He shall make all bids in strict accordance with the following:
 - a. Make bids upon the forms provided, therefore properly executed and with all items filled out.
 - b. Do not change the wording on the bid form.
 - c. Unsolicited alternates will be considered informal and may be cause for rejection of the bid.
6. The selected Contractor will be expected to sign an agreement or contract for services acceptable to the Charter Township of Van Buren Attorney.
7. The Charter Township of Van Buren reserves the right to select the invoicing option deemed to be in its best interest at the time of implementation of the Contract. No additional costs will be incurred for the invoicing option selected. Detailed billing will be required which minimally includes the address and/or location of the work, service(s) provided, and a breakdown of the allowable expenses.
8. Any package submitted which requires a down-payment or pre-payment for services to be provided prior to acceptance by the Charter Township of Van Buren will not be considered for award. The designated Township representative will make payment approval of all items upon acceptance.

9. All applicable Federal and State of Michigan laws, Township and County ordinances, licenses and regulations of all Agencies having jurisdiction shall apply to the award throughout and are incorporated here by reference. The contract and all questions concerning execution, validity or invalidity, capacity of the parties, and the performance of the contract, shall be interpreted in all respects in accordance with the Charter and Code of the Township of Van Buren and the laws of the State of Michigan.

Liability, Indemnification, and Insurance

1. All liability, loss, or damage as a result of claims, demands, cost, or judgments arising out of activities of the Contractor will be the sole responsibility of the Contractor and not the responsibility of the Charter Township of Van Buren.
2. All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities of the Charter Township of Van Buren will be the sole responsibility of the Township and not the responsibility of the Contractor. Nothing herein will be construed as a waiver of any governmental immunity by the Township, its agencies, or employees have as provided by statute or modified by court decisions.
3. To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by insurance purchased by the Contractor, the Contractor shall indemnify and hold harmless the Township, Township's Elected Officials, Boards, Commissions, and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person.
4. The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to Van Buren Township. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor. The Contractor shall procure and maintain the following insurance coverage:
 - a. Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
 - b. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall

include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) exclusion, if applicable.

c. Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

d. Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: Van Buren Township, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming Van Buren Township as additional insured, coverage afforded is considered to be primary and any other insurance Van Buren Township may have in effect shall be considered secondary and/or excess.

e. Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to:
Van Buren Township, Clerk Leon Wright, 46425 Tyler Rd. Belleville, MI 48111.

f. Proof of Insurance Coverage: The Contractor shall provide Van Buren Township at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

g. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to Van Buren Township at least ten (10) days prior to the expiration date.

Scope of Work

The Charter Township of Van Buren is requesting proposals for grass cutting and related services for the enforcement of the Township's Grass and Weeds Ordinance (General Ordinance, Chapter 42, Division 4). The Ordinance requires all owners of any developed land or subdivided land within one hundred fifty (150) feet of a permanent structure, to cut or destroy any grass or noxious weeds found growing on such land, before they reach six (6) inches in height on average. Further, it is the duty of all owners of developed land or subdivided land, to

cut or destroy grass or noxious weeds, greater than six (6) inches in height on average, found growing within public or private road rights-of-way abutting or adjacent to the owner's land. For subdivided land more than one hundred fifty (150) feet from a permanent structure, it is the duty of all owners to cut or destroy any grass or noxious weeds found growing on such land before they reach twelve (12) inches in height on average.

The Township Ordinance Officer notifies the owner, agent or occupant of any such developed land or subdivided land on which grass or noxious weeds are found growing that exceed the regulated heights. In cases where the owner, agent or occupant refuses to cut or destroy such grass or noxious weeds or cause the same to be cut or destroyed, after three (3) days' notice; then the Township or authorized contractor may enter upon such developed land or subdivided land and cut or destroy any such grass or noxious weeds. Completion of this cutting is the subject of this request for proposals.

The successful contractor will be expected to have all the requisite equipment and qualified personnel to complete the specified work. The required mowing will need to be completed within 72-hours of verbal or e-mail requests by the Township Ordinance Officer. Mowing of grass and weeds shall include cutting of the vegetation and removal of all yard waste, such as branches, leaves, tall weeds, etc. Trimming will include cutting around all surface features such as around buildings, trees, planting beds, fences, and play equipment. The Township retains the right to delete or add trimming from the work schedule. Normal cleanup and clipping removal (if necessary) will be handled at each cutting. At a minimum, all grass and weed clippings will be blown or swept from roadways, driveways and sidewalks. The contractor shall take before and after photographs which will be date-stamped on each photograph of each site and furnish such photos to the Township representative within 48-hours of verbal request.

The Township may request additional services including weed treatment, shrub and tree pruning, excess clean up, or debris removal. These services shall be provided on an as-needed basis and must be pre-approved by the Township representative. Shrub and tree pruning shall include removing branches that could fall and cause injury or property damage, trimming branches that interfere with lines of sight on streets or driveways, and removing branches that are growing into a structure or utility lines. Weed treatment shall include the application of a post-emergence liquid or granular herbicide designed to kill noxious weeds and approved for use in residential areas. Excessive clean up will be considered, but not limited to removal of large quantities of yard waste, removal of building materials, and removal of accumulations of brush, rocks and other debris.

All equipment used must be maintained in good repair, safe and efficient and available for inspection by the Township. All work is to be performed in a workman like manner and must be reasonably acceptable to the Township. Mowing is not to begin before 7:00 a.m. or extend beyond 7:00 p.m. No mowing will be completed on holidays or Sundays, without prior approval from the Township.

Bid Specifications

1. Bids are to be expressed on a per cut basis as a unit of lawn size, as specified on bid form sheet.
2. Bid prices are to include cost of all labor, materials, equipment, and insurance necessary to comply and perform under these specifications.

GRASS CUTTING AND RELATED SERVICES FOR ENFORCEMENT OF THE GRASS AND WEEDS ORDINANCE
2016

3. All grass and weed mowing must be completed within 72-hours, upon verbal and e-mail notification by the Township representative.
4. Mowing of grass and weeds shall include cutting to a height not more than four (4) inches and removal of all yard waste such as branches, leaves, tall weeds, etc.
5. Trimming shall include cutting around all surface features such as around buildings, trees, planting beds, fences, and play equipment. The Township retains the right to delete or add trimming from the work schedule.
6. Normal cleanup and clipping removal (if necessary) will be handled at each cutting. At a minimum, all grass and weed clippings shall be blown or swept from roadways, driveways and sidewalks.
7. Shrub and tree pruning shall include removing branches that could fall and cause injury or property damage, trimming branches that interfere with lines of sight on streets or driveways, and removing branches that are growing into a structure or utility lines.
8. Weed treatment shall include the application of a post-emergence liquid or granular herbicide designed to kill a broad spectrum of noxious weeds and approved for use in residential areas.
9. The contractor shall take before and after photographs of each site and furnish such photos to the Township representative within 48 hours of verbal request. The photographs shall include an embedded date stamp. Deviation from this requirement may result in rejection of invoices and/or payment requests for the sites without photo documentation.
10. Excess clean up and/or debris removal will be considered, but not limited to removal of unusual quantities of yard waste, removal of building materials, and removal of accumulations of brush, rocks, and other debris.
11. If excessive clean up, yard waste removal, debris removal, brush removal, shrub and tree pruning, or weed treatment is required; the Township representative **must pre-approve** additional costs associated with each service on a site-to-site basis.
12. All equipment used must be maintained in good repair, safe and efficient and available for inspection by the Township.
13. All work is to be performed in a workman like manner and must be reasonably acceptable to the Township.
14. Mowing is not to begin before 7:00 a.m. or extend beyond 7:00 p.m. No mowing on holidays or Sundays without prior approval from the Township.
15. Employees of contractors are to be advised that no foul or obscene language will be tolerated and no horseplay is to occur. Deviation from these guidelines shall be considered a breach of contract, resulting in termination by the Township.

**GRASS CUTTING AND RELATED SERVICES FOR ENFORCEMENT OF THE GRASS AND WEEDS ORDINANCE
2016**

16. The Contract shall be administered in accordance with and governed by the laws of the State of Michigan and Charter Township of Van Buren Ordinances.
17. The contract is for the 2016 mowing season, with option to renew in 2017 and 2018.

Bid Form

Company Name: _____

Address: _____

City/State/Zip: _____

Phone # _____ **Fax #** _____

E-mail: _____

Bidders Authorized Signature: _____ **Date:** _____

Print Name and Title: _____

Bid Tab

For extreme or unusual sites (i.e. uneven terrain, steep slopes, and heavy overgrowth), deviations from the bid amounts may be pre-approved by the Township representative.

Lawn Size	< ¼ Acre (10,890 sf)	¼ - ½ Acre (10,891-21,780 sf)	½ -1 Acre (21,781-43,560 sf)	> 1 Acre (per acre)
<i>Mowing (\$)</i>				
<i>Trimming (\$)</i>				
<i>Clean up and/or Clippings Removal (\$)</i>				
Total Cost Per Cut (\$)				
<i>Additional Services As Required</i> (Must be Pre-Approved by the Township Representative)				
<i>Weed Treatment (\$)</i>				
<i>Excess Clean up or Debris Removal (\$ per hour + disposal)</i>	Hourly Rate:			
<i>Shrub & Tree Pruning (\$ per hour)</i>	Hourly Rate:			

-
- This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on the right side, suggesting it's resting on a surface.

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AGREEMENT FOR: GRASS CUTTING AND RELATED SERVICES
FOR ENFORCEMENT OF THE GRASS AND WEEDS ORDINANCE

The Agreement made and entered into this ____ day of _____, 2016 between the Charter Township of Van Buren, a Michigan Municipal Corporation, and Wiese's Lawn Care Inc., a Michigan Corporation.

Recitals

WHEREAS, Wiese's Lawn Care Inc. ("the Company") has been the successful bidder for the grass cutting and related services for various properties subject to the Charter Township of Van Buren ("Township") Grass and Weeds Ordinance for the 2016 mowing season; and

WHEREAS, the parties are desirous of entering into a contract setting forth their respective duties, liabilities and responsibilities.

NOW THEREFORE, it is mutually agreed and understood as follows:

1. This agreement shall not be effective unless approved by the Van Buren Township Board of Trustees and executed by the Supervisor and Clerk of the Township, and executed as well by the authorized representative of the Company.
2. All of the bid documents are acknowledged to have been received, reviewed and understood by the Company.
3. All of the bid documents, including but not limited to, the general terms and conditions, bid specifications, scope of work, scheduling, bid process, liability, indemnification and insurance; and lawn size and bid amount schedules for grass mowing, trimming, and clean up; and submittal forms are hereby specifically incorporated and relied upon and made part of this Agreement by reference and are attached to this Agreement as "Attachment A".
4. This Agreement may not be amended or modified orally. All amendments and modifications must be in writing and signed by the Supervisor and Township Clerk, as well as an authorized representative of the Company.
5. The Township, its representatives, officers, agents, employees, servants, boards, commissions and elected and appointed officials shall be named on all policies of insurance, as additional insured parties, furnished by the company.
6. The Company agrees to defend, indemnify and hold harmless the Township its representatives, officers, agents, employees, servants, boards, commissions and elected and appointed officials from any and all claims for property damage and/or personal injury caused by or claimed to have been caused by the Company, its officers, representatives, agents, servants, and/or employees, including but not limited, to damages, costs, attorney fees, judgments, settlements and/or payments.

7. The Township shall only be obligated to make such payments as are set forth in the bid documents for services rendered. No payment for any claimed additional services rendered by the company shall be required unless approved in advance by an authorized representative of the Township.
8. The Township in its sole discretion may at any time delete services, and upon seventy-two (72) hours written notice of said deletions, the Township shall no longer have a duty or responsibility to pay for deleted services.
9. All insurance policies must include a provision or rider stating that the Township will be given notice of termination at least seven (7) days in advance of termination. No work may be performed unless the insurance policies are in full force and effect.
10. The Township by resolution of its Board may in its sole discretion terminate this Agreement upon ten (10) days of written notification delivered to the address of the Company as set forth herein. Should there be a change of address, it is the sole obligation of the Company to provide the Township with its new address and failure to do so shall act as consent and receipt of notification at that address set forth herein.
11. The Township shall have the option to renew this agreement for the 2017 and 2018 mowing seasons at the prices set forth in the Company's proposal and bid documents.
12. The Company acknowledges it has read and understands the provisions set forth herein and has been given an opportunity to review this agreement with counsel of its choice prior to execution of the agreement by the undersigned parties.

IN WITNESS WHEREOF, the parties have set their hands and seals this _____ day of _____ 2016.

Clerk Leon Wright Date
Charter Township of Van Buren
46425 Tyler Rd., Belleville, MI 48111
734-699-8909

Witness

Brian A. Wiese Owner Date
Wiese's Lawn Care Inc.
15490 Haggerty Rd., Belleville, MI 48111
734-699-4399

Witness

Charter Township of Van Buren

REQUEST FOR BOARD ACTION

Agenda Item _____

WORK STUDY DATE: MAY 16, 2016
BOARD MEETING DATE: JUNE 7, 2016

New Business	Unfinished Business	Public Hearing	Consent Agenda X
ITEM (SUBJECT)			
Consider approval of Zambelli Fireworks Company for the 2016 Fireworks Show and have the Supervisor and Clerk execute the contract.			
DEPARTMENT			
Parks & Recreation			
PRESENTER			
Director Jennifer Wright and Supervisor Combs			
PHONE NUMBER			
734-699-8921			
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)			
N/A			

Agenda topic

ACTION REQUESTED

Consider approval of Zambelli Fireworks Company for the 2016 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 2016 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 the past three years. They have proven to be a professional and dedicated company. The 2016 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 25, 2016 (rain date is set for June 26). 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.

BUDGET IMPLICATION	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.

IMPLEMENTATION NEXT STEP	Contact Zambelli Fireworks Company
---------------------------------	------------------------------------

DEPARTMENT RECOMMENDATION	Approval
----------------------------------	----------

COMMITTEE/COMMISSION RECOMMENDATION	At the April 12, 2016 Recreation Committee Meeting the committee made a motion for the Township Board to approve Zambelli Fireworks.
--	--

Al Combs 5/5/16

			2016 Fireworks		
	Colonial	Zambelli Int.	Greatlakes	Mad Bomber	Melrose
smaller 3"		4,119	108		2,530
3"		480	482		400
4"		144	162		90
5"		100	117		58
6"		44	90		25
8"		5	17		0
total		4,892	976		3,103

ZABELLI FIREWORKS MANUFACTURING CO.

THIS CONTRACT AND AGREEMENT (this "Contract") is made effective as of this 5th day of May, 2016, 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 25, 2016

Postponement Date: June 26, 2016

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 28th through July 7th. 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.

FOR Client:

FOR: Zambelli Fireworks Manufacturing Co.

BY _____
date

BY _____
date

BY _____
date

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: _____

WORK STUDY MIG DATE: 05/16/2016

BOARD MTG. DATE: 06/07/2016

Consent Agenda _____

New Business X _____

Unfinished Business _____

Public Hearing _____

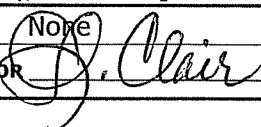
ITEM (SUBJECT)	Walden Woods Paving Repairs Project – Change Order for Additional Work & Additional Construction Engineering
DEPARTMENT	Planning and Economic Development
PRESENTER	David Nummer, Wade Trim
PHONE NUMBER	734-947-9700
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Ron Akers, Director of Planning & Economic Development

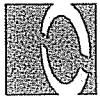
Agenda topic

ACTION REQUESTED	
To consider a change order for the Walden Woods Paving Repairs Project in the amount of \$123,796.50 for additional work to take advantage of remaining Wayne County funding & to consider the proposal from Wade Trim for an additional \$11,000 for construction engineering relating to the project. Subject to the following condition: A. Submittal of the matching funds from the Walden Woods Home Owners Association prior to signing the change order.	

BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
The Township is participating in Wayne County's Local Road Initiative program. The County will reimburse 80% of the construction costs of rehabilitating and improving certain local Township roads. This project entails making certain repairs to the roads in the Walden Woods subdivision as specified in the preliminary engineering review and agreed upon by the Homeowners Association for Walden Woods. The Homeowners Association for Walden Woods has contributed the 20% funds and Wayne County will reimburse the Township for the additional 80%.	
Due to the Venetian, Dewitt, and Jeanette project coming in approximately \$99,000 under budget there are additional funds available for use in the Walden Woods subdivision. After discussion with the Home Owners Association they have indicated they are interested in using the additional funds for repairs within the subdivision specifically the reconstruction of entrance on Tyler Road. In order to move forward with the additional work on the project the Township Board will need to authorize a change order in the amount of \$123,796.50 to the contract authorizing the expenditure for the additional work and the Township Board will also need to authorize additional construction engineering in the amount of \$11,000.	

BUDGET IMPLICATION	None, HOA funds and Wayne County funds will be used for this project.
IMPLEMENTATION NEXT STEP	If approval is granted and when funds from the HOA are submitted to the Township the change order will be signed and the work will be scheduled.

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	None
APPROVAL OF SUPERVISOR	



WADE TRIM

May 9, 2016

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

Attention: Mr. Ron Akers, Planning and Economic Development Director

Re: Walden Woods Pavement Rehabilitation

Dear Mr. Akers:

Last summer the Township entered into an agreement with Wayne County to receive \$1.5 million in grant funds over a two-year period to be used to repair local roads within the Township. For the first year of the program the Township selected two projects: Venetian, Dewitt and Jeanette Street Reconstruction project, and the Walden Woods Pavement Rehabilitation project. The total Wayne County funding available for these two projects is \$750,000, plus a 20% local match.

We are pleased to report that the Venetian, Dewitt and Jeanette project is expected to come in approximately \$99,000 under budget. Rather than return these funds to Wayne County, the Township staff reached out to the Home Owner's Association (HOA) in Walden Woods to see if they wanted to expand the project already under way to include additional work.

When these projects were set up it was the intention to be able to adjust the amount of work being done in the Walden Woods subdivision in order to take full advantage of the total grant amount from Wayne County. Utilizing the unused funds from the Venetian, Dewitt and Jeanette project in the Walden Woods subdivision would require that the Walden Woods HOA provide an additional \$25,000 in matching funds. It is our understanding that the HOA has met and has approved the additional expenditure.

The increased scope of work for the project also results in a corresponding need for additional field engineering and materials testing. We are estimating this additional effort at \$11,000. Field engineering and testing services will be provided on an hourly basis in accordance with our current rate schedule.

The next step, should the Township Board desire to approve the additional work, would be for the Board to approve a change order to the construction contract, and to authorize an increase in the budget for field engineering and testing services. The proposed change order (see attached) would increase the contract amount by \$123,796.50, which is funded completely through the remaining Wayne County funds (\$99,000) and the additional HOA deposit (\$25,000). The additional field engineering would be fully funded through Wayne County grant funds and HOA matching funds already on deposit with the Township.

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



Charter Township of Van Buren
May 9, 2016
Page 2

If you have any questions regarding this project, please contact our office at 734.947.2793.

Very truly yours,

Wade Trim Associates, Inc.

A handwritten signature in cursive script, appearing to read "David M. Nummer".

David M. Nummer, PE
Senior Project Manager

DMN:ka
VBN 2261-02T
20160509Akers.doc
Enclosure



WADE TRIM

DO NOT PAY FROM THIS DOCUMENT

Contract Change Order

Date: May 6, 2016

Extension of Time

Substantial Completion Date:	Dec. 31, 2015
Number of Days Added:	152
Extended To:	May 31, 2016
Final Completion Date:	Jan. 15, 2016
Number of Days Added:	152
Extended To:	Jun. 15, 2016

Owner: Van Buren Township

46425 Tyler Road

Van Buren, MI 48111

Contractor: Fiore Enterprises, LLC

3411 W. Fort St.

Detroit, MI 48216

Job No. VBN 2261 02T

Project: Walden Woods Paving Repairs

THIS CHANGE ORDER CONSTITUTES FULL MUTUAL ACCORD AND SATISFACTION FOR ALL TIME AND COSTS RELATED TO THIS CHANGE. BY ACCEPTANCE OF THIS CHANGE ORDER, THE CONTRACTOR HEREBY AGREES THAT THIS CHANGE REPRESENTS AN EQUITABLE ADJUSTMENT TO THE CONTRACT AND FURTHER AGREES TO WAIVE ANY FURTHER CLAIMS OR CHANGES ARISING OUT OF, OR AS A RESULT OF, THIS CHANGE, OR THE ACCUMULATION OF CHANGES AS RELATED TO THIS SUBJECT.

"APPROVALS REQUIRED"

THIS CONTRACT CHANGE ORDER, WHEN APPROVED, WILL CONSTITUTE AUTHORIZATION FOR THE FOLLOWING CHANGE IN PLAN TO BE CONSTRUCTED IN ACCORDANCE WITH ALL PROVISIONS OF THIS CONTRACT, INCLUDING THE FURNISHING OF THE NECESSARY BONDS AND INSURANCE.

Prepared By:
Construction Department:

[Signature]
Wade Trim Associates

Recommended By:
Engineer:

[Signature]
Wade Trim Associates

Accepted By:
Contractor:

[Signature]
Fiore Enterprises, LLC

Approved By:
Owner:

Van Buren Township

05-9-16
Date

5-9-16
Date

5/9/2016
Date

Date

Change Order Overview

Original Contract Price: \$	214,646.80
Total Change Order Amount: \$	123,796.50
Current Contract Price: \$	338,443.30
Total Amount Previous Change Orders: \$	-
Total Amount This Change Order: \$	123,796.50
Net Change to Contract:	57.67%



PROJECT NAME: Walden Woods Paving Repairs

JOB NO. VBN 2261 02T
CLIENT: Van Buren Township

DATE: May 6, 2016

Contract Date: October 28, 2015

Construction Start Date: November 2, 2015

Explanation of Change in Quantities: Extra Items and Additional Notes

E101: Additional Traffic Control required to complete the Boulevard entrance to the subdivision
 E102: Restoration and irrigation repairs required beyond original contract

MOTION


Wright moved, Budd seconded to approve the Memorandum of Understanding between Walden Woods Homeowners Association and the Township for road rehabilitation funding under the Wayne County Local Roads Initiative Program. Motion Carried.

Yeas: Combs, Budd, Wright, Jahr, and Miller

Nays: None

Excused/Absent: Hart and McClanahan

I hereby certify the foregoing is a true and correct copy of a motion adopted by the Board of Trustees of the Charter Township of Van Buren at a regular meeting held May 19, 2015.

A handwritten signature in black ink, appearing to read "Leon Wright", written in a cursive style.

Leon Wright
Township Clerk, CMC

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: MAY 19, , 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: James M. Ngil
Its: President

ACKNOWLEDGED AND AGREED:

CHARTER TOWNSHIP OF VAN BUREN

By: [Signature]
Its: Supervisor

Akers, Ron

From: Karen Spirl <karensprl@waldenwoodscommunity.com>
Sent: Friday, April 29, 2016 2:59 PM
To: Akers, Ron; Charles Arnold; Patricia Duncan; Stephanie Brantley; Sheila Greene; Diane Spencer; William Britton; Karen Spirl
Cc: dnummer@wadetrim.com
Subject: Re: Check for roads in Walden Woods

Hi Ron. Yes, we are going ahead with the rest of the project. Our Treasurer is out of town today but we will get a check over to VBT on Monday. Will that work?

Thank you
Karen

On Fri, Apr 29, 2016 at 2:56 PM, Akers, Ron <rakers@vanburen-mi.org> wrote:

Karen,

The additional fee that should be paid to the Township is \$25,000. Please remember that at the end of the project the Township will reimburse any funds which exceed the 20% match per the MOU. So does this mean that you guys are going to go ahead with the additional work?

Thanks,

Ron Akers, AICP

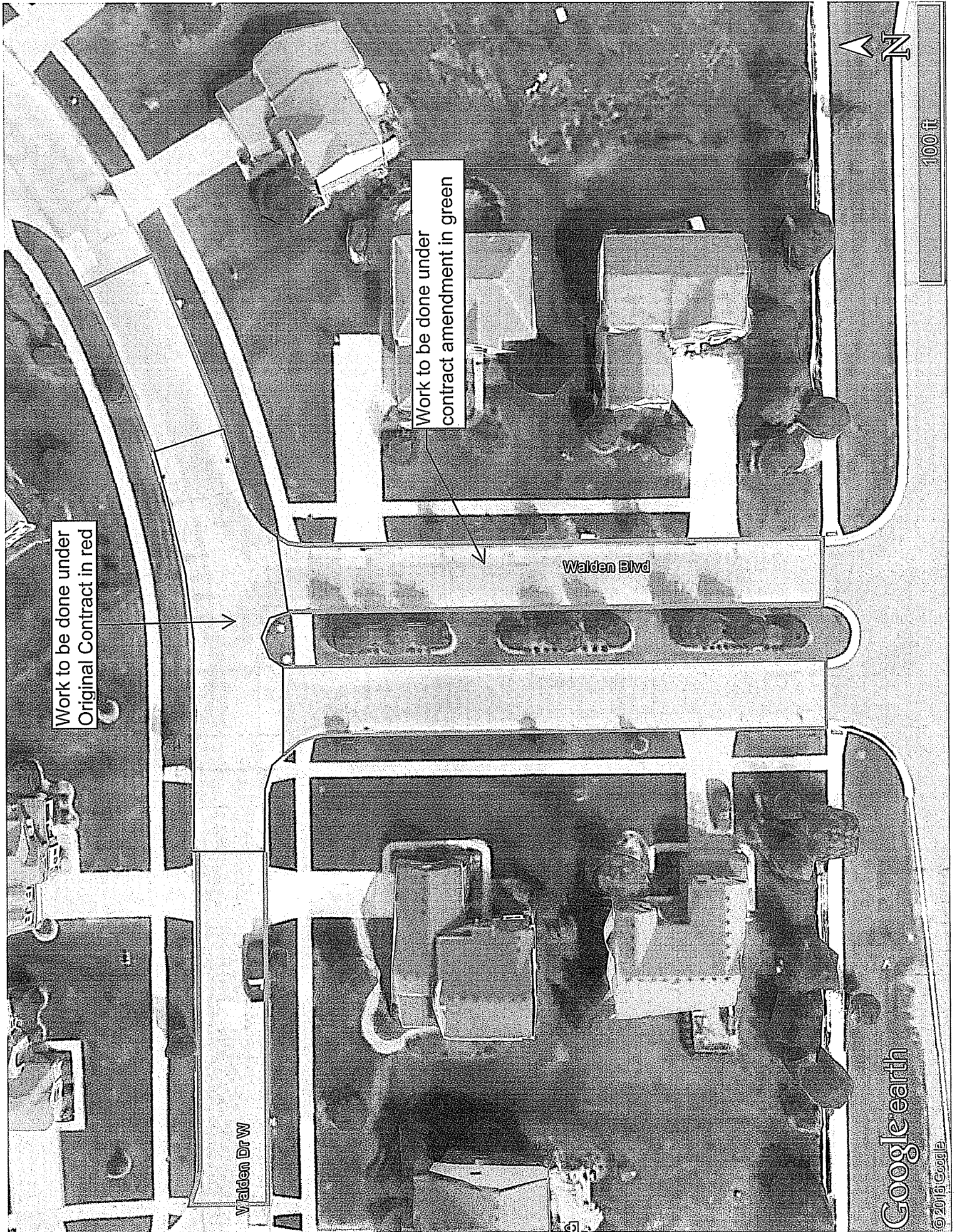
Director of Planning & Economic Development

Charter Township of Van Buren

rakers@vanburen-mi.org

Ph: [734-699-8913](tel:734-699-8913)

Fax: [734-699-8958](tel:734-699-8958)



Work to be done under
Original Contract in red

Work to be done under
contract amendment in green

Walden Blvd

Valden Dr W

Google earth

© 2015 Google

100 ft



Charter Township of Van Buren

REQUEST FOR BOARD ACTION

Agenda Item: _____

WORK STUDY MEETING DATE: 5/16/16

BOARD MTG (1ST READING): 5/17/16

BOARD MTG (2ND READING): 6/7/16

Consent Agenda _____

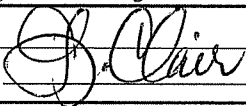
New Business X

Unfinished Business _____

Public Hearing _____

ITEM (SUBJECT)	To consider the first reading of Ordinance #5-16-16 to provide regulations for the registration of medical marihuana cultivation facilities in the Township.
DEPARTMENT	Planning & Economic Development
PRESENTER	Ron Akers – Director of Planning & Economic Development
PHONE NUMBER	734-699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	N/A

Agenda topic

ACTION REQUESTED	
To consider the first reading of Ordinance #5-16-16 to provide regulations for the registration of medical marihuana cultivation facilities in the Township.	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
The proposed ordinance would create a process for the registration of medical marihuana cultivation facilities. The facilities would be registered with the Department of Public Safety, and the proposed ordinance would require that the cultivation facilities renew their license each year. This ordinance would also allow the Public Safety Department to maintain a record of the licensees who operate in the cultivation facility.	
BUDGET IMPLICATION	None
IMPLEMENTATION NEXT STEP	Conduct a second reading of the proposed ordinance amendment and publish a notice of adoption in the newspaper of record upon approval.
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	N/A
ATTORNEY RECOMMENDATION	Reviewed by Township Attorney (May be subject to Attorney/Client Privilege and not available under FOIA)
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	_____

**CHARTER TOWNSHIP OF VAN BUREN
COUNTY OF WAYNE, STATE OF MICHIGAN
ORDINANCE NO. 5-16-16**

AN ORDINANCE TO AMEND THE CHARTER TOWNSHIP OF VAN BUREN CODE OF ORDINANCES TO PROVIDE FOR REGULATIONS GOVERNING MEDICAL MARIHUANA WITHIN THE TOWNSHIP:

THE CHARTER TOWNSHIP OF VAN BUREN ORDAINS:

SECTION 1-1 – PURPOSE

The purpose of this Ordinance is to establish standards and procedures for the review and input of the Charter Township of Van Buren on the issuance, renewal and/or revocation of medical marihuana registrations for medical marihuana cultivation facilities in order to:

- A. Serve and protect the health, safety and welfare of the general public;
- B. Establish a set of rules and regulations which are fair and equitable for those interested in establishing medical marihuana cultivation facilities; and
- C. To provide reasonable regulation pursuant to the Township's general police power granted to charter townships by the Michigan Constitution of 1963 and The Charter Township Act, MCL §42.1 et.seq., as amended.

Nothing in this Ordinance, or in any companion regulatory provision adopted in any other provision of the Township Code of Ordinances, is intended to grant, nor shall they be construed as granting, immunity from criminal prosecution for growing, cultivation, sale, consumption, use, distribution, or possession of marihuana not in strict compliance with the Michigan Medical Marihuana Act (MMMA) or any Township ordinance. Also, since Federal law is not affected by the MMMA or any other State act or Township ordinance, nothing in this Ordinance, or in any companion regulatory provision adopted in any other provision of the Code of Ordinances, is intended to grant, nor shall they be construed as granting, immunity from criminal prosecution under Federal law. The MMMA does not protect users, caregivers or the owners of properties on which the medical use of marihuana is occurring from Federal prosecution, or from having their property seized by Federal authorities under the Federal Controlled Substances Act.

SECTION 1-2 – DEFINITIONS

Words and terms used in this Ordinance are defined in the Charter Township of Van Buren Zoning Ordinance and the MMMA.

SECTION 1-3 – ADOPTION OF STATE RULES AND REGULATIONS

All activities related to medical marihuana shall be in compliance with the General rules of the Michigan Department of Community Health and the Michigan Medical Marihuana Act, MCL §333.26241 et. Seq., as amended.

SECTION 1-4 – REGISTRATION REQUIRED

- A. No person shall own or operate a medical marihuana cultivation facility in the Township without first applying for and receiving a registration from the Department of Public Safety.
- B. Any medical marihuana cultivation facility opened prior to the adoption of this Ordinance must file for a registration within thirty (30) days of the adoption of this Ordinance. No other applications will be accepted by the Township until forty-five (45) days after the effective date of this Ordinance. Within 30 days after a pre-existing application is denied, the pre-existing cultivation facility shall discontinue all operations unless the Building Official or other code official determines it must be closed sooner for safety reasons.
- C. Registrations are non-transferrable and shall only apply to the person listed on the registration at the address listed on the application.
- D. Registrations shall be valid for a period of one year, from January 1 to December 31.
- E. A registration shall be issued or renewed upon payment of the required fee and submission of a completed application in compliance with the provisions of this Ordinance, and proof of compliance with all provisions and requirements of this Ordinance. Application to renew a registration to operate a medical marihuana cultivation facility shall be filed at least 30 days prior to the date of expiration. Such renewal shall be annual and shall be accompanied by the annual fee.
- F. Every applicant shall pay a fee at the time of the application for an initial or renewal registration, which fee shall be set by the Township Board of Trustees. Said fee is non-refundable if the application is denied.
- G. The registration requirements set forth in this Ordinance shall be in addition to, and not in lieu of, any other registration, licensing, and permitting requirements imposed by any other federal, state or local law.
- H. The issuance of any registration pursuant to this Ordinance does not create an exception, defense or immunity to any person in regard to any potential criminal liability the person may have for the production, distribution or possession of marihuana, possession of drug paraphernalia, or presence in places where drugs are being used, stored or kept.
- I. All registered medical marihuana cultivation facilities shall have a sign measuring at least 11 x 17 inches installed and maintained in a conspicuous location visible to all persons entering the premises located inside the building that reads as follows:

THE MICHIGAN MEDICAL MARIHUANA ACT ACKNOWLEDGES THAT "FEDERAL LAW CURRENTLY PROHIBITS ANY USE OF MARIHUANA EXCEPT UNDER VERY LIMITED CIRCUMSTANCES." SEE MCL 333.26422(c). IF YOU HAVE ANY QUESTIONS OR CONCERNS PLEASE CONSULT WITH YOUR ATTORNEY.

SECTION 1-5 – REGISTRATION APPLICATION

Every applicant for a registration to maintain, operate or conduct a medical marihuana cultivation facility, shall file an application under notarized oath with the Department of Public Safety upon a form provided by the Township, which shall fulfill all of the requirements indicated on the form, including but not limited to:

- A. The name, age, and address of applicant(s) and operator(s), including:
 - 1. Name, age and address of the applicant and all partners of the applicant, including proof that the applicant and/or proposed employees are at least 21 years of age.

2. Name, age and address of the operator of the facility in cases where this differs from the applicant.
 3. In the case of corporations, partnerships, non-profit organizations, or other business types, the applicant shall be the highest level official or employee of the entity such as, Board President, Chief Executive Officer, Executive Director, or comparable position.
 4. If the applicant is a corporation, a copy of the articles of incorporation and current corporation records disclosing the identity and residential addresses of all directors, officers, and shareholders. Include the address of the corporation itself, if different from the address of the medical marihuana cultivation facility and the name and address of the resident agent for the corporation.
 5. If the applicant is a partnership, the names and residence address of each of the partners and the partnership itself, if different from the address of the medical marihuana cultivation facility, and the name and address of the resident agent(s).
 6. Photo identification of the applicant and operator and/or driver's license.
 7. The medical marihuana facility history of the applicant; whether such person has had a business license or registration revoked or suspended, the reason therefore, and the business activity or occupation subsequent to such action of suspension or revocation.
 8. Proof that the applicant and/or its employees are primary caregivers if required under the MMMA.
- B. The location and mailing address and all telephone numbers where the business is to be conducted, and the name and address of the owner, if different from the holder of the registration, and written evidence of the applicant's right to possession of the premises.
 - C. Proof that the Planning Commission and Township Board have approved the cultivation facility and that the cultivation facility meets all requirements of the Zoning Ordinance.
 - D. A Certificate of Occupancy or similar clearance from the Building Department verifying the structure and premises at which the registration will be utilized is in compliance with building, property maintenance and all other applicable local code provisions. The Certificate of Occupancy is required within 60 days of the registration being issued, and is required before opening of the facility.
 - E. A statement that the applicant will not violate any of the laws of the State of Michigan or the ordinances of the Charter Township of Van Buren in conducting the business in which the registration will be used, and that a violation on the premises may be cause for objecting to renewal of the registration, or for requesting revocation of the registration.
 - F. A signed release included with the application form permitting the Public Safety Department to perform a criminal background check to ascertain whether the applicant and operator named on the application have been convicted of a felony.
 - G. A description of the security plan for the cultivation facility, including, but not limited to, any lighting alarms, barriers, recording/monitoring devices, and /or security guard arrangements proposed for the cultivation facility and premises.
 - H. Proof of insurance for fire damage in the amount of the value of the premises and liability insurance with minimum limits of \$500,000.
 - I. Description of the process for tracking medical marihuana quantities and inventory controls including on-site cultivation and processing, medical marihuana products received from outside sources, as well as caregivers and any other people on the premises.
 - J. Detailed description of all medical marihuana storage facilities and equipment including enclosed, locked facilities, if any, as may be required by the MMMA and/or the Zoning Ordinance.

SECTION 1-6 – APPROVAL OR RENEWAL OF APPLICATION

The Charter Township of Van Buren Public Safety Director or designee may issue or renew a registration for a medical marihuana cultivation facility if inspections for safety, zoning compliance, criminal history background checks, and all other information available to the Township verify that the applicant has submitted a full and complete application, paid the appropriate fee, and has made improvements to the business location consistent with the application and is prepared to operate the business with in compliance with this Ordinance and any other applicable law, rule, ordinance, or regulation. The Public Safety Director or designee will deny any application that does not meet the requirements of this Ordinance or any other applicable law, rule, ordinance, or regulation or that contains any false or incomplete information.

SECTION 1-7 – VIOLATIONS AND PENALTIES

Any person who is found to be in violation of this Ordinance shall be responsible for a misdemeanor and shall be subject to a fine of up to 90 days in jail and/or not more than \$500.

SECTION 1-8 – CONDITIONS NECESSARY

No registration to establish or continue a medical marihuana cultivation facility shall be issued unless the Township confirms the proposed medical marihuana cultivation facility complies with all of the following minimum requirements:

- A. All provisions of the Township building, fire, electrical and health codes have been fulfilled.
- B. All provisions of the Zoning Ordinance for medical marihuana cultivation facilities have been fulfilled and that the facility has been approved by the Planning Commission and Township Board of Trustees.
- C. The applicant and operator shall not have any felony convictions.
- D. The applicant or business has no outstanding back taxes, fines, fees, or liens owed to the Township.
- E. All applicable licenses, registrations, and permits have been obtained from the Township or other governmental agencies.

SECTION 1-9 – NON-RENEWAL OR REVOCATION

The Director of Public Safety may choose to not renew or revoke a registration based on any of the following:

- A. A failure to meet the conditions or maintain compliance with the standards established by this Ordinance in reference to applications for a new registration or the renewal of an existing registration; or
- B. One or more violations of any Township ordinance on the premises; or
- C. Maintenance of a nuisance on the premises; or
- D. A demonstrated history of excessive calls for public safety (police, fire, and EMS) originating from the premises, being three or more calls in any 30-day period; or
- E. Nonpayment of real and/or personal property taxes, fines, fees, or liens owed to the Township.

SECTION 1-10 – APPEAL PROCESS

If an applicant or registrant chooses to appeal denial of a registration or revocation of a registration, the

applicant or registrant can enter in a written appeal to the Clerk's office using a Township generated form including the appellant's signature, the requirement or decision from which the appeal is made, and shall state the specific grounds on which the appeal is based. The applicable fee shall be submitted with the notice of the appeal; such fee shall be nonrefundable. Appeals shall be filed within 30 days of the decision in question. The Township Board of Trustees shall consider the appeal within 30 days of receipt of the appeal.

SECTION 2 – SEVERABILITY

Should any provision or part of this Ordinance be declared by any court of competent jurisdiction to be invalid or unenforceable, the same shall not affect the validity or enforceability of the balance of this Ordinance, which shall remain in full force and effect.

SECTION 3 – REPEALER

All other provisions of this Ordinance, or Ordinances or parts of Ordinances, in conflict with this Ordinance are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

SECTION 4 - SAVINGS CLAUSE

Nothing in this Ordinance shall be construed to affect any suit or proceeding pending in any court or any rights acquired or any liability incurred, or any cause or causes of action acquired or existing, under this Ordinance, or any act or Ordinance hereby repealed as cited in Section 3 of this Ordinance; nor shall any just or legal right or remedy of any character be lost, impaired, or affected by this Ordinance.

SECTION 5 - EFFECTIVE DATE

This Ordinance shall take effect following publication in the manner prescribed by law.

SECTION 7 – ADOPTION

This Ordinance is hereby declared to have been adopted by the Township Board of the Charter Township of Van Buren at a meeting duly called and held on the ____ day of _____, 2016, and ordered to be given publication in the manner prescribed by law.

Leon Wright, Clerk

Linda Combs, Supervisor