

**CHARTER TOWNSHIP OF VAN BUREN BOARD OF TRUSTEES
MAY 15, 2017 WORK STUDY MEETING 4:00 P.M.
TENTATIVE AGENDA**

ROLL CALL:

Supervisor McNamara _____
Clerk Wright _____
Treasurer Budd _____
Trustee Frazier _____
Trustee Martin _____

Trustee Miller _____
Trustee White _____
Engineer Nummer _____
Attorney McCauley _____
Secretary Montgomery _____

UNFINISHED BUSINESS:

NEW BUSINESS:

1. Discussion on the Summer Youth Employment Program (The REAL).
2. Discussion on the agreement with Zambelli Fireworks Company for the 2017 Fireworks Show.
3. Discussion on the Memorandum of Understanding and Agreement between the Township and the Michigan Department of Natural Resources for the Iron Belle Trail.
4. Discussion on the proposal for engineering and landscape architectural services between the Township and PEA Inc. for a segment of the Iron Belle Trail and authorize the Supervisor and Clerk to execute the agreement.
5. Discussion on the first reading of Ordinance 05-16-17 to discuss an amendment to the General Code of Ordinances Chapter 90 (Waterways) Sec. 90-1 to 90-97.
6. Discussion on an extension of Resolution 2017-09 an extension of Resolution 2016-21 to defer the review of applications pertaining to medical marijuana cultivation facilities from May 20, 2017 to December 20, 2017.
7. Discussion on Public Safety Towing Services.
8. Discussion of the Township Travel Policy.
9. Discussion on Resolution 2017-10 amendments to the Township Purchasing Policy.

PUBLIC COMMENT:

CLOSED SESSION: The Township Board will go into closed session, pursuant to MCL 15.268(h) and MCL 15.243 (1) (g) to discuss attorney client privileged written opinion letter regarding Township property.

ADJOURNMENT:

NOTICE OF CLOSED SESSION
OF THE
CHARTER TOWNSHIP OF VAN BUREN
BOARD OF TRUSTEES
TO BE HELD FOLLOWING
4:00 P.M.
WORK STUDY SESSION
ON MONDAY, MAY 15, 2017
TOWNSHIP HALL
46425 TYLER ROAD
BELLEVILLE, MI 48111

FOR THE PURPOSE OF DISCUSSING:

The Township Board will go into closed session, pursuant to MCL 15.268(h) and MCL 15.243 (1) (g) to discuss attorney client privileged written opinion letter regarding Township property.

In accordance with the Americans with Disabilities Act, reasonable accommodations can be made with advance notice by calling the Clerk's Office 734.699.8909.

Posted May 15, 2017.

Charter Township of Van Buren

Agenda Item: _____

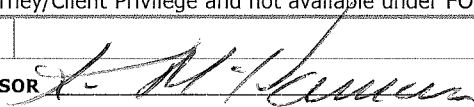
Work Study: May 15, 2017
Board Meeting Date: May 16, 2017

REQUEST FOR BOARD ACTION

Consent Agenda	New Business	Unfinished Business x	Public Hearing
ITEM (SUBJECT)	Summer Youth Employment Program (The REAL)		
DEPARTMENT	Supervisor Office		
PRESENTER	Nicole Sumpter, HR Director		
PHONE NUMBER	734.699.8900 ext. 9293		
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)			

Agenda topic

ACTION REQUESTED:	
To consider approval of Grant Award between the Detroit Wayne Mental Health Authority (DWMHA) and the Township, and authorize Supervisor McNamara and Clerk Wright to execute the agreement and create line items for expenses and reimbursements.	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
Van Buren Township has been awarded grant money in the amount of \$47,497 to fund a summer job program the REAL (Revealing Exceptionally Amazing Leaders). The program will offer students employment opportunities as Community Ambassadors and Junior Administrative Assistants. The contract to be executed has been reviewed by the attorneys along with the forms for invoicing. The grant is based on reimbursement and all funds have to be expended prior to September 30, 2017. A line item needs to be created to pay out and to receive the reimbursements of funds spent for the program.	

BUDGET IMPLICATION	None
IMPLEMENTATION NEXT STEP	Approval of Grant Award Letter, Contract and line item creation
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	N/A
ATTORNEY RECOMMENDATION	Included with Board Action (May be subject to Attorney/Client Privilege and not available under FOIA)
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	



Detroit Wayne Mental Health Authority

707 W. Milwaukee St.
Detroit, MI 48202-2943
Phone: (313) 833-2500
www.dwmha.com

FAX: (313) 833-2156
TDD: (800) 630-1044 RR/TDD: (888) 339-5588

April 24, 2017

Kevin McNamara

Supervisor of Van Buren Township

Charter Township of Van Buren

734-699-8900 x9200

kmcnamara@vanburen-mi.org

Greetings:

Thank you for your interest in participating in the 2017 Summer Youth Employment Program. DWMHA's Summer Youth Program provides subsidized part-time employment for individuals between the ages of 14-24 living in Wayne County. In addition to work experience, this funding will ensure that the employed youth receive educational information on prevention, treatment and access to care. These programs are expected to be both beneficial and preventative for youth otherwise unoccupied during the summer months, who may be at a greater risk for developing behavioral health issues.

The DWMHA Summer Youth Program is a continuation from the last two fiscal years with organizations intending to foster growth and enhance communities. These organizations thrive on community outreach to adolescents focusing heavily on youth recruitment plans and educational and mentoring goals to be accomplished over the summer months.

On Wednesday, March 15, 2017 our Board approved the request to enter into agreement with Van Buren Township in the amount of \$47,497. We are pleased to have Van Buren Township as part of our collaborative efforts this year. Of the allocated amount, no more than 10% of the funds are allowed to cover administrative costs. It is expected that Van Buren meet the following conditions:

- Pay youth a wage of at least that of the State minimum
- Employ youth with at least 16 hours of work each week with no more than 20 hours.
- Provide youth with a meaningful summer experience that includes transferable skills.
- Provide youth with transportation to participate in the required Young Professionals Conference on August 4, 2017 at COBO Center in Detroit, MI. The DWMHA Board

Board of Directors

Herbert C. Smitherman, Jr., MD, Chairperson
Marsha Bianconi
Constance Rowley

Dr. Cheryl Munday, Vice-Chairperson
Dorothy Burrell
Dr. Iris Taylor

Bernard Parker, Treasurer
Timothy Killeen
Terence Thomas

Dr. Cynthia Tauog, Secretary
Kevin McNamara
Heather Underwood

Thomas Watkins, President/CEO



requires that youth be presented with educational information. This conference will allow students to feel like young professionals. Upon researching the youth in Detroit, one recurring theme is, lack in perspective. Detroit's youth have dreams of success but state they do not know how or who to look up to. With youth unemployment for the city of Detroit up to 33% and Detroit being ranked one of the highest rate of youth disconnection (neither working nor enrolled in school) at 17%, students need guidance in furthering their future. The purpose of this conference is to give young professionals local role models, along with an opportunity to interact and hear from professionals in their field of interest.

Thank you for your commitment to providing learning opportunities to the youth of Wayne County.

Sincerely,

A handwritten signature in cursive script, appearing to read "Andrea L. Smith".

Andrea L. Smith

Director of Clinical Practice Improvement Detroit Wayne Mental Health Authority

asmith1@dwmha.com

(O) (313)344-9099 ext. 3227 (C) 313-550-2196

PROFESSIONAL SERVICES AGREEMENT BETWEEN

DETROIT WAYNE MENTAL HEALTH AUTHORITY

AND

CHARTER TOWNSHIP OF VAN BUREN

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into on the last date of signature below (the "Effective Date") by and between the Detroit Wayne Mental Health Authority, an independent governmental authority ("Authority"), and the Charter Township of Van Buren ("Contractor"). The Authority and Contractor are each referred to as a "Party" and, collectively, referred to as the "Parties".

BACKGROUND

The Authority manages networks of providers of services to Wayne County residents suffering from mental illness, intellectual/developmental disabilities and substance use disorders. The Authority has a duty to provide a comprehensive array of mental health services appropriate to conditions of individuals who are located within its geographic service area, including, but not limited to prevention and other activities approved by the Michigan Department of Health and Human Services ("MDHHS"). The Contractor has the ability to develop summer employment opportunities for individuals between the ages of 14-24 years who suffer from behavioral health issues, or who might be exposed to situations which could lead to their development of behavioral health issues (the "Target Youth"). Employment of Target Youth during times when they are not in school acts as a preventive measure consistent with the Authority's clinical services responsibilities, and fulfills the Authority's goal of having such individuals form useful connections within their communities. The Parties desire to enter into agreement wherein Contractor shall arrange part-time employment and other summer programs for the Target Youth from the Effective Date through September 30, 2017 (the "Program"). On February 15, 2017, the Authority's governing Board approved funding for the Program pursuant to Board Action 17-47.

1. ENGAGEMENT OF CONTRACTOR

1.01 Engagement. The Authority engages Contractor, either directly or through Authority-approved subcontractors, to arrange part-time employment of Target Youth and such other services as may become necessary in the determination of Contractor in consultation with the Authority, and in compliance with the Proposed Program Structure drafted by Contractor and attached hereto as Exhibit A (collectively referred to herein as, "Services"). Contractor shall meet and consult Authority representatives on a regular basis to determine the progress of Contractor's Services. Contractor shall provide evidence of all hours worked by Target Youth during the term of this Agreement, and certain other information regarding the Services as requested by the Authority. All Services shall be subject to the Authority's review and approval for completeness and fulfillment of the requirements in this Agreement.

1.02 Independent Contractor-Limited Agency. Contractor shall, in its sole discretion, select, employ, and supervise staff members to provide the Services herein. Contractor shall be responsible for all expenses, including salary and benefits, related to the provision and work of such staff. Contractor, and any employee or subcontractor when performing Services under this Agreement, shall serve in the capacity of independent contractor with respect to the Authority. Contractor alone shall pay for or obtain everything it is required to pay for or have for its employees and subcontractors under law or contract. This obligation includes Contractor's payment of compensation, benefits, workers compensation insurance, employer taxes including FICA and self-employment taxes, and unemployment compensation fund payments. Contractor shall also be solely liable to third parties for the acts or omissions of its employees and subcontractors

1.03 Contractor's Representation and Warranties. Contractor warrants and represents that the Contractor (i) is and shall remain fully qualified to perform the Services under this Agreement, and, if a license is required, Contractor shall ensure its employees, and or its subcontractors, as applicable, hold and will continue to hold appropriate license(s) and will remain in good standing with the appropriate credentialing authorities, (ii) will perform the Services in a competent and professional fashion, consistent with accepted standards of practice, all applicable governmental laws, rules and regulations, and the applicable legal standard of care (iii) is not now and has never been suspended or debarred from any federal or state program including Medicaid or Medicare, and (iv) is not now and has never been the subject of any civil or criminal proceeding in which any governmental entity alleged fraud or similar wrongdoing by the Contractor.

2. TERM AND TERMINATION

2.01 Term. This Agreement begins on the Effective Date, and shall end no later than September 30, 2017 subject, however, to early termination by either Party as set forth in section 2.02 below.

2.02 Termination. Subject to the provisions of 3.02 below, this Agreement may be terminated as follows:

- (a) The Authority and Contractor agree to terminate the Agreement.
- (b) Either Party may terminate this Agreement without cause upon thirty (30) days advance written notice. If the Agreement is terminated without cause, Contractor will be compensated for those Services that were properly performed prior to termination.
- (c) Either Party may terminate this Agreement for cause upon forty-five (45) days written notice to the other Party, because the other failed or refused to perform any of its duties and responsibilities under this Agreement, unless the failure can be completely corrected and is corrected within

forty-five (45) days after such notice is given (if so corrected the notice will then be null and void).

- (d) Immediately upon written notice by one Party to the other in the event of the insolvency of, or an assignment for the benefit of creditors by, the other Party.
- (e) By either Party upon written notice to the other Party if the other Party or its principals are terminated or debarred from the Medicare or Medicaid payment programs, or are charged with any felony.

2.03 Continuing Obligations after Termination. The Parties acknowledge that this Agreement imposes some duties upon them which may continue after termination of the Agreement. The Parties shall each, after termination (regardless of manner), fulfill those continuing duties which apply to them. Further, if either of the Parties breaches this Agreement, the other party's termination of the Agreement for that reason shall not limit its rights to obtain damages or enforcement of those obligations which continue after termination.

2.04 Dispute Resolution. Either Party may, by immediate written request to the other, obtain a meeting of the Parties to discuss their differences. Such meeting shall be scheduled so it takes place prior to the effective date of termination or expiration of this Agreement, unless the termination is immediate by reason of a gross, irremediable breach. Both Parties shall have the opportunity at such meeting to set forth their position on the perceived deficiency or remedy (if any) to the circumstances giving rise to a notice of termination.

3. COMPENSATION

3.01 Payment. Contractor acknowledges that this compensation is intended to pay for part-time employment services provided by Target Youth individuals, and for Contractors administrative costs, as described more fully in Exhibit A; provided, however, that in no event shall Compensation paid by Authority to Contractor exceed Forty Seven Thousand Four Hundred Ninety-Seven and 00/100 Dollars (\$47,497.00), as reflected in Exhibit B. Contractor will provide monthly invoices with a full description, by date, of Services provided and hours worked. Additionally, in compliance with Section 1.01 hereof, Contractor shall twice-monthly (and/or upon the Authority's request) provide the Authority with information regarding the individuals employed pursuant to the Program, the positions filled, the amount of hours worked by such individuals, the total salaries paid thereto, and other pertinent information as indicated by the Authority. Contractor's full compensation shall be subject to a final reconciliation effective October 1, 2017. Contractor shall promptly refund to Authority the full amount of any erroneous payment or overpayment to which Contractor is not entitled pursuant to this Agreement.

3.02 Decrease in Funding. Contractor acknowledges that the Authority is an independent governmental entity which receives limited funding from Federal and State sources. If sufficient funds are not allocated to permit the Authority to continue this

Agreement in any future period, the Authority will not be obligated to pay any further charges for Services, including the net remainder of any agreed-to payments remaining unpaid beyond the date of termination. The Authority agrees to notify Contractor of such non-allocation at the earliest possible time. No penalty shall accrue to the Authority if Authority exercises its right to terminate for non-allocation of funds. This section shall not be construed so as to permit the Authority to terminate this Agreement in order to acquire similar Systems or Services from a third party.

4. INSURANCE AND INDEMNIFICATION

4.01 Insurance. Contractor shall, at its sole cost and expense, maintain the following insurance coverage or self-insurance, as applicable to the scope of services provided directly or indirectly for the Authority, in the minimum amounts indicated for the entire term of this Agreement. All coverages shall be with insurance carriers licensed to do business in Michigan and acceptable to the Authority. At its sole discretion, the Authority, with prior written permission, may allow alternate insurance carriers.

- (a) Commercial General Liability Insurance. The Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an occurrence basis with limits of liability not less than \$3,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage.
- (b) Professional Liability. As necessary, the Contractor shall maintain Professional Liability Insurance, covering themselves and their respective employees, volunteers and contractors with limits of liability not less than \$1,000,000 per claim and \$2,000,000 in aggregate.
- (c) Workers' Compensation Insurance. The Contractor shall procure and maintain during the life of this contract Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- (d) Property Insurance Coverage. If the Contractor has furnishings or equipment provided to it by either the Authority or the State and/or purchased with Authority or State funds allocated under this Agreement, the Contractor shall procure and maintain Property Insurance coverage with replacement-cost endorsement for furnishings and equipment. The certificates shall maintain limits, at minimum, equal to the value of these properties.

4.02 Indemnification. The Parties shall indemnify, defend and hold harmless the other Party and its agents and employees from and against all claims, losses, damages, liabilities, causes of action and obligations whatsoever, including all costs and reasonable attorney fees incurred, arising out of or in any way connected with the negligent or wrongful acts, errors, omissions, incompetence, malpractice, misfeasance

and/or malfeasance of the indemnifying Party in connection with this Agreement. This indemnity shall not be construed as a waiver of any governmental immunity that either party may have as provided by statute or modified by court decisions.

4.03 Use of Authority Property and/or Facilities. Any property of the Authority furnished to Contractor shall be used only for the performance of Services under this Agreement, and during said performance shall be deemed under the control of Contractor. Contractor shall be responsible for any loss or damage to property of the Authority which results from willful misconduct or negligence on the part of Contractor, officers, agents, employees, and subcontractors, or which results from the failure on the part of Contractor to maintain, use and administer that property according to sound management practices to ensure that the property will be returned to the Authority in like condition to that in which it was furnished to Contractor. Upon the happening of loss, or destruction of, or damage to, any Authority property, Contractor shall notify the Authority thereof and shall take all reasonable steps to protect the property from further damage. Contractor shall surrender to the Authority all property belonging to the Authority upon completion, termination, or cancellation of this Agreement. While on the Authority's premises, Contractor and its officers, agents, employees, and subcontractors shall conform in all respects with physical, fire, or other security regulations communicated to Contractor.

5. ACCESS TO BOOKS AND RECORDS

5.01 Government Access to Records. Until the expiration of ten (10) years after the furnishing of Services under this Agreement, Contractor shall make available upon request by the Authority, State of Michigan, MDHHS or Auditor General, Secretary, U.S. Department of Health and Human Services, the U.S. Comptroller General, and their duly authorized representatives, this Agreement and all other books, documents and records that are necessary to certify the nature and extent of costs incurred by Contractor in furnishing Services under this Agreement. If Contractor carries out any of its duties through a subcontract with a value or cost of ten thousand dollars (\$10,000.00) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause permitting access to the Contracted Provider's contract, books, documents and records to the Parties listed above until the expiration of ten (10) years after the furnishing of services pursuant to the subcontract. Contractor must include a similar covenant allowing for audit by the Authority, in any contract it has with a subcontractor whose services will be charged directly or indirectly to the Authority. The Authority may delay payment to the Contractor pending the results of any such audit without penalty or interest.

5.02 Authority Access to Records. The Authority has the right to examine and audit all books, records, documents as the Authority deems necessary of Contractor, or any subcontractors or agents rendering Services under this Agreement, whether direct or indirect, which will permit adequate evaluation of the Services or the cost or pricing submitted by Contractor. Contractor shall include a similar covenant allowing for Authority audit subcontractor documentation in any contract it has with a

subcontractor who will be providing Services directly or indirectly to the Authority. The Authority may delay payment to Contractor pending the results of any such audit, without penalty or interest. Each Party hereby agrees that it will allow, until the expiration of seven (7) years after the furnishing of Services under this Agreement, the Secretary of Health and Human Services, the Comptroller General of the United States of America, or their designated representatives, to inspect this Agreement and all the documents or records related hereto necessary to understand or certify any of the costs for any Services rendered under this Agreement.

5.03 Audits. If, as a result of any audit conducted by or for the Authority, or any State of Michigan or federal agency, relating to Contractor's performance under this Agreement, a discrepancy should arise as to the amount of compensation due Contractor, the Authority may retain the amount of compensation in question from any funds allocated to Contractor but not yet disbursed under the Agreement. After conclusion of the audit investigations, should a deficiency still exist, the Authority may offset such a deficiency against the compensation to be paid prospectively. In the event there is no additional compensation to be paid to Contractor, Contractor shall reimburse the Authority the total amount of the overpayment within ninety (90) days of receiving written notice of a demand for payment.

6. CONFIDENTIAL INFORMATION

During the term of this Agreement, Contractor shall maintain the confidentiality of all documents and information regarding the Authority's past, present and future activities; such information shall only be used as appropriate in the course of Contractor providing Services to the Authority and disclosed only on a "need to know" basis. Contractor shall fully protect the confidentiality of any documents or information containing medical or other personal information concerning a patient, consumer or employee and, in that regard, the Contractor agrees to follow all applicable confidentiality laws including HIPAA, the HITECH revisions, Michigan Mental Health Code, and any federal regulations covering the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2.

Upon termination of the Agreement, Contractor shall ensure that all documents, information or property of the Authority are returned to or left with the Authority, and Contractor shall not remove or retain any such documents, information or property. Following termination of the Agreement, Contractor shall not disclose (except under process of law) any documents or information relating to the Authority or its business activities. If a disclosure is requested under process of law, Contractor will provide advance written notice of the request and prospective disclosure to the Authority's Office of General Counsel. Notice shall be given at least ten (10) business days prior to the anticipated disclosure.

7. MISCELLANEOUS

7.01 Notices. All payments, notices, and formal communications required or permitted to be given under any provision of this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party to whom the same is directed or if sent, by registered or certified mail, postage and charges prepaid, addressed as follows:

If to Contractor:

If to Authority:

Attn: Ronald Hocking, Chief Operating Officer
Detroit Wayne Mental Health Authority
707 Milwaukee Street, 5th Floor
Detroit, Michigan 48202

With a copy to:

Attn: Office of General Counsel
Detroit Wayne Mental Health Authority
707 Milwaukee Street, 5th Floor
Detroit, Michigan 48202

Any such notice shall be deemed to be given on the date delivered or deposited in a regularly maintained receptacle for the deposit of United States mail, addressed as provided above. Either Party may change its address for purposes of this Agreement by giving the other Party notice of such change in the manner provided above.

7.02 Assignment and Subcontracting. Contractor may not assign or subcontract any rights or obligations under this Agreement without the Authority's prior written approval, the grant or denial of which approval is at the sole discretion of the Authority.

7.03 Governing Law and Construction. This Agreement shall be governed by Michigan law. This Agreement shall be construed in accordance with the laws and decisions of the State of Michigan without regard to its rules regarding choice of law. The headings of the sections and paragraphs have been inserted as a matter of convenience and reference only and shall not be used in the construction or interpretation of this Agreement.

7.04 Entire Agreement, Amendments and Waivers. This Agreement embodies the entire agreement between the Parties. This Agreement cannot be changed, modified, or terminated orally but only by an agreement in writing signed by duly-authorized representatives of Contractor and Authority on or after the date hereof. Any waiver of any of the covenants, conditions, or provisions of this Agreement must be

in writing and signed by a duly-authorized representative of the Party against whom enforcement of such waiver is sought. One or more waivers of any covenant, condition, or provisions of this Agreement shall not be construed as a waiver of a subsequent breach or of any other covenant, condition, or provision.

7.05 Third Party Rights. This Agreement is for the benefit of Authority and Contractor and their successors in interest by virtue of an assignment which is not prohibited hereunder and is not entered into for the benefit of any other person or entity whatsoever, including without limitation, employees or clients of the Parties. Without limiting the generality of the foregoing, this Agreement shall not be construed as establishing an obligation, duty, or standard of care or obligations, duties, or practices that may exist separate and apart from this Agreement with respect to any person not a party to this Agreement.

7.06 Invalidity or Unenforceability. If any term, covenant, condition, or provision hereof is illegal, or the application thereof to any person or in any circumstance shall, to any extent, be invalid or unenforceable, as finally adjudicated by a court of competent jurisdiction, the remainder of this Agreement, or the application of such term, covenant, condition, or provision to persons or in circumstances other than those with respect to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

7.07 Waiver of Trial by Jury. The right to trial by jury is protected by the Constitution, but that right can be waived. The Parties hereby knowingly and voluntarily waive any right to trial by jury in the event of any legal action or proceeding arising from this Agreement or Contractor's services hereunder.

8. SIGNATURE

This Agreement may be executed in counterparts and/or by facsimile or e-mail scan and, if so executed, shall be fully valid and binding.

WHEREFORE, the undersigned have executed this contract, intending to be bound hereby.

Charter Township of Van Buren

By: _____ Dated: _____

Name: _____

Title: _____

Detroit Wayne Mental Health Authority

BY: _____ Dated: _____

Ronald Hocking
Chief Operating Officer

Reviewed by the Office of General Counsel

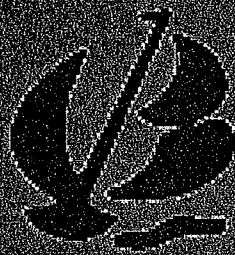
BY: _____ Dated: _____

Ursula Henry
Assistant General Counsel

APPENDIX A

SCOPE OF SERVICE

VAN BUREN CHARTER TOWNSHIP SUMMER YOUTH PROGRAM



The Intent of this program surrounds the premise of uncovering our future stars of government by using the simplest tools for development of a precious commodity, Human Capital.

THE REAL

Revealing Exceptionally Amazing Leaders
VanBuren Charter Township Summer Youth Initiative

2017 Program Plan

Van Buren Charter Township Supervisor, Kevin McNamara took elective office at the end of 2016 with big ideas and goals that some thought unreachable. One was to provide youth with a summer job program. In March of 2017 McNamara obtained a grant from the Detroit Mental Health Authority which has become "*The REAL*" (Revealing Exceptionally Amazing Leaders) summer youth job initiative. The program revolves around a controlled platform that is municipal based. Controlled is used in the context of being completely created, facilitated and monitored by the Township Directors at the direction of the Township Supervisor.

Directors from the Building, Planning and Economic Development, Parks and Recreation, DDA, DPS and HR will implement the program in three phases' formulation, creation and implementation.

Phase I-Formulation of an uncomplicated budget that allows the Township to employ approximately 35 students three days a week, as well as provide lunches twice a week. While that number may seem minuscule the students will be paid a fair wage starting at \$9.00 to \$11.00 an hour. The program is only three days a week because it is designed around a work-life integration that is gaining traction quickly, which generations Y & Z value as highly important.

Phase II- Trusting that these 35 will be the next great chapter of leaders within the Van Buren Township Community, Directors will create a successful pilot program outside the box of the norm for youth summer jobs. Job descriptions had to be constructed and categorized with several different occupations which includes Community Ambassadors, Junior Administrative Assistants and Camp Counselors. Morning Coffee Breaks are used as a method that allows the Directors and team members to go over the prior days accomplishments, give constructive criticism and to review the current work day. Thirty minute Lunch and Learn conferences will be held once a week for the students to experience how workshops can enhance their knowledge of the job they are performing. Incentives are offered as an opportunity to delve deeper than what they learn on the surface and see how policy is made by attending any of the board, committee or commission meetings throughout the six weeks. Embedded in the program from the Mental Health Authority is the Young Professionals day at COBO Center where the students will be *The Professionals* being presented with additional education information. Morale boosting activities such as Tonka Truck day, Senior Carwash with Public Safety and the Chilled Out BBQ offer a combination of the work and play institution. Overall the entire module places

Revealing Exceptionally Amazing Leaders

VanBuren Charter Township Summer Youth Initiative

emphasis on education through resilience, collaboration across a variety of differences in the work place, mindfulness and inquiry.

Phase III- Implementation of the program will start by using a creative style of recruiting that would best fit the core of the REAL. The primary center of interests was marketing our brand for Van Buren Charter Township's transformation in becoming a premiere community by generating a buzz for the program, getting social (text messaging, emails and social media) and creating a candidate experience with speed interviewing.

By combining efforts from all Directors we strive to make the first year of the REAL a pedestal of greatness for many years to come for our youth.

Revealing Exceptionally Amazing Leaders

VanBuren Charter Township Summer Youth Initiative

Program Mapping

Budget: \$47, 479 Awarded by the Detroit Wayne Mental Health Authority

Marketing : Direct contact with Belleville High School
Press Release
News Papers
Social Media Apps

Responses: 120+ Students and Parents
Sources Text Message
Cover letters Emailed
Phone Calls
Township Meeting

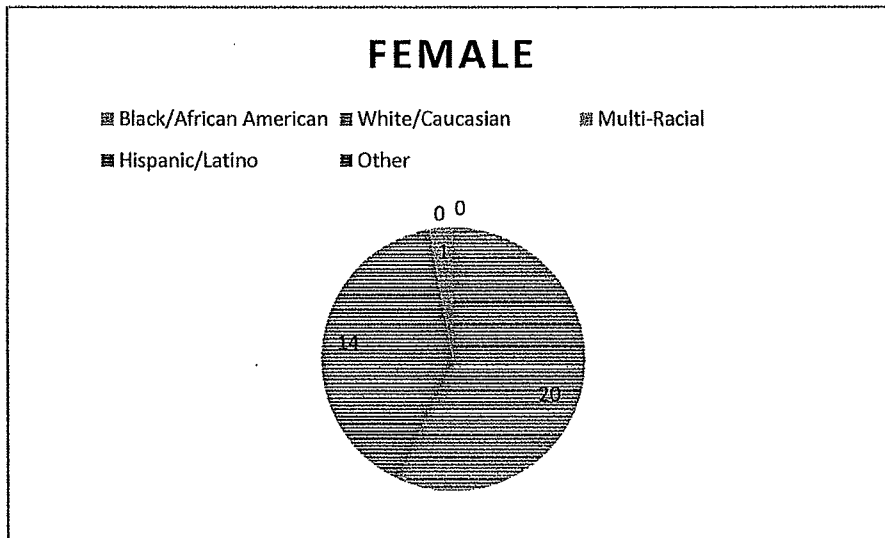
Applicant Participation: 63
Speed Interviewed 63
Selfie Badge Pics Taken 59

Candidates to be Chosen: 35
Age group 14-24

Revealing Exceptionally Amazing Leaders

VanBuren Charter Township Summer Youth Initiative

Data Mining



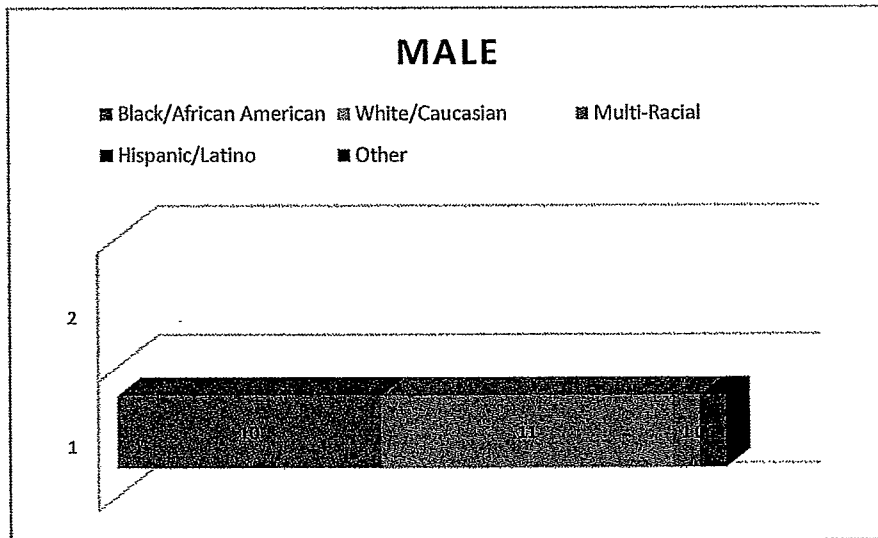
Break down of students that applied for the summer program

Demographics: Female

Black/African American	20
White/Caucasian	14
Multi-Racial	1
Hispanic/Latino	0
Other	0

Revealing Exceptionally Amazing Leaders

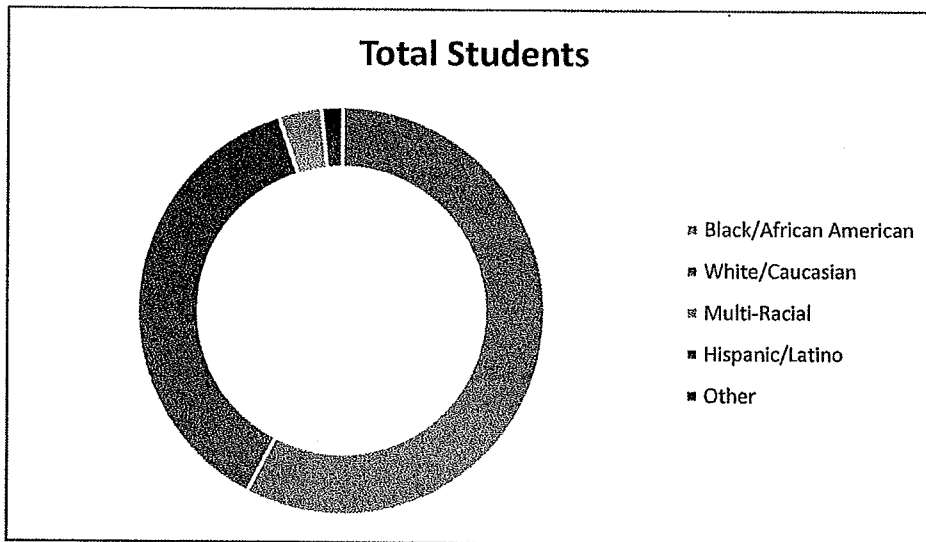
VanBuren Charter Township Summer Youth Initiative



Break down of students that applied for the summer program

Demographics: <u>Male</u>	
Black/African American	10
White/Caucasian	11
Multi-Racial	1
Hispanic/Latino	0
Other	1

Revealing Exceptionally Amazing Leaders
VanBuren Charter Township Summer Youth Initiative



Break down of students that applied for the summer program

Black/African American	58%
White/Caucasian	37%
Multi-Racial	3%
Other	2%

Calendar of Events

Revealing Exceptionally Amazing Leaders
VanBuren Charter Township Summer Youth Initiative

2017

JUN

MON	TUE	WED	THU	FRI	SAT	SUN
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	1	2
3	4	5	6	7	8	9

TUE 27th Morning Coffee Break 7:30 am to 8:00 am

WED 28th 1/2 Day

Tonka Truck Day (DPS Vector Truck Demo out in the neighborhoods)

Students have a put in request for Vacation the Week of the July 3, 2017

To their Supervisors along with creating an out of office email response.

THU 29th Morning Coffee Break 7:30 am to 8:00 am

Lunch and Learn with the DDA (Place Mapping in the Community) 11:30- Noon

Revealing Exceptionally Amazing Leaders

VanBuren Charter Township Summer Youth Initiative

JUL	MON	TUE	WED	THU	FRI	SAT	SUN
	26	27	28	29	30	1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17				21	22	23
	24	25	26	27	28	29	30
	31	1	2	3	4	5	6

TUE 4th Out of Office

WED 5th Out of Office

THU 6th Out of Office

TUE 11th Morning Coffee Break 7:30 am to 8:00 am

WED 12th 1/2 Day

THU 13th Morning Coffee Break/Lunch and Learn with Clerk's Office
Pay Day

TUE 18th Morning Coffee Break 7:30 am to 8:00 am

WED 19th 1/2 Day

THU 20th Morning Coffee Break/Lunch and Learn with I.T.

TUE 25th Morning Coffee Break 7:30 am to 8:00 am

WED 26th 1/2 Day

THU 27th Morning Coffee Break/Lunch and Learn with Treasurer's Office
Pay Day

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VanBuren Charter Township Summer Youth Initiative

AUG	MON	TUE	WED	THU	FRI	SAT	SUN
	31	1				5	6
	7				11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
	28	29	30	31	1	2	3
	4	5	6	7	8	9	10

MON 31st Flexible work week (Friday is conference at Cobo)

TUE 1st Morning Coffee Break 7:30 am to 8:00 am

WED 2nd 1/2 Day

THU 3rd Morning Coffee Break 7:30 am to 8:00 am/Lunch and Learn at Riggs Park

FRI 4th Young Professionals Conference COBO Center

MON 7th Administrative Offices Work Week

TUE 8th Morning Coffee Break 7:30 am to 8:00 am

WED 9th 1/2 day
Senior Carwash with Public Safety
Chilled Out BBQ

THU 10th Morning Coffee Break 7:30 am to 8:00 am/Lunch and Learn with Cable GATV
Last REAL Day
Final Pay Day

Marketing Materials

Revealing Exceptionally Amazing Leaders

VanBuren Charter Township Summer Youth Initiative



business pure and simple

press release



Contact: Lisa M. Lothinger
VBT-DDA Assistant Executive Director
Charter Township of Van Buren
46425 Tyler Road
Van Buren Township, MI 48111
Direct: 734-699-8941
lothinger@vanburen-mi.org



REAL

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FOR IMMEDIATE RELEASE

VAN BUREN CHARTER TOWNSHIP LAUNCHES 2017 SUMMER YOUTH JOB INITIATIVE

Van Buren Township (April 2017) – Van Buren Charter Township is looking for REAL students ages 16-19 who are interested in a meaningful summer employment opportunity within their community. As participants of the six-week Summer Youth Job Initiative, students will be fully immersed into all that Van Buren Township Hall has to offer in employment.

ELIGIBLE CANDIDATES ARE PAID \$9.00 HOURLY

The Van Buren Charter Township Summer Youth Job Initiative is designed to provide youth participants with the opportunity to develop marketable skills in the work environment. Participants will have the opportunity to take on Community Ambassador and Junior Organizational Assistant roles within Van Buren Charter Township's public and private sectors.

Interested students must complete the following steps to be considered for this program:

1. Call our office at (734) 699-8900 ext. 9293 or text "THE REAL" to (734) 740-1062 with your name, phone number and email address.
2. Tell us why you're interested! Send a cover letter explaining why you'd be a great fit for THE REAL to sumpl@vanburen-mi.org.
3. Attend our mandatory student/parent meeting on Thursday, April 27, 2017 at 6pm at Van Buren Township Hall.

Additional information regarding the Van Buren Charter Township Summer Youth Job Initiative to be provided at the student/parent meeting on Thursday, April 27, 2017 at 6pm at the Van Buren Township Hall.

For more information about Van Buren Charter Township's Summer Youth Job Initiative, visit vanburendda.com or download the flyer [here](#).

VAN BUREN CHARTER TOWNSHIP IS AN EQUAL OPPORTUNITY EMPLOYER

###

Revealing Exceptionally Amazing Leaders

VanBuren Charter Township Summer Youth Initiative



The Van Buren Charter Township Summer Youth Job Initiative will provide job opportunities to eligible youths ages 15-19 residing in Van Buren Charter Township, earning \$9.00 an hour and temporary employment placement within Van Buren Charter Township's municipal sectors.

This six-week program is designed to provide youth Participants with the opportunity to develop marketable skills in a REAL work environment. Van Buren Charter Township has several work placements available within two distinct roles: Community Ambassadors and Junior Organizational Assistants.

COMMUNITY ADMINISTRATORS

- Assist in performing yard work, blight removal, light maintenance, trash to curb clean up throughout Van Buren's residential areas including subdivisions and manufactured home communities
- Historical projects including photo documentation of all tombstones and markers
- Food Pantry delivery from local food assistance programs, including loading/packing perishable and nonperishable items
- Assistance with Meals on Wheels program
- Perform other related duties as assigned by the Director of his/her designee
- Demonstrate regular and predictable attendance throughout the six-weeks
- Assist in recreation staff with room set up for meetings
- Assist in archiving museum collections. Digitizing and entering into the PastPerfect Museum collections system. Helping with meeting set up for Tri-Community meetings and Third Thursday Lectures
- Learn about genealogical, property, and community research services along with Ancestry.com
- Assist in administrative duties in the Supervisor, Clerk and Treasury offices and Developmental Services Department, including: Building, Planning, Economic Development and Environmental Services, Human Resources, Downtown Development and Water & Sewer
- Perform other related duties as assigned by the Director of his/her designee

JUNIOR ORGANIZATIONAL ASSISTANT

- Perform senior center program set-up/take down and assistance with implementation of senior meals program
- Demonstrate regular and predictable attendance throughout the six-weeks

VAN BUREN CHARTER TOWNSHIP IS AN EQUAL OPPORTUNITY EMPLOYER

Revealing Exceptionally Amazing Leaders

VanBuren Charter Township Summer Youth Initiative

REAL

VAN BUREN CHARTER TOWNSHIP Summer Youth Job Initiative

Revealing Exceptionally Amazing Leaders

AS FACILITATORS OF THE VAN BUREN CHARTER TOWNSHIP SUMMER YOUTH JOB INITIATIVE, VAN BUREN CHARTER TOWNSHIP AGREES TO:

- Perform a Pre-Assignment Inspection of any and all worksites
- Provide appropriate Adult supervision over 18 years of age
- Provide coaching and problem resolution to Participant
- Ensure timely payroll
- Not have the Participant work overtime for any reason
- Provide a minimum 30-minute break after 5 hours of work
- Review all Written Job Descriptions
- Follow all the provisions in the Supervisor's Manual and ensure that the Participant's worksite or workstation is in compliance with provisions set forth
- Provide sufficient tools and equipment to safely complete tasks at no expense to the Participant



BY VOLUNTARILY PARTICIPATING IN THE VAN BUREN CHARTER TOWNSHIP SUMMER YOUTH JOB INITIATIVE, PROGRAM PARTICIPANTS ARE REQUIRED TO:

- Display acceptable work habits
- Have reliable transportation
- Provide proper employment documentation from school
- Have the ability to acquire and apply basic work skills
- Follow all rules set forth by Van Buren Charter Township Management
- Demonstrate regular and consistent attendance throughout the six-week Summer Youth Job Initiative program

Van Buren Charter Township will provide all necessary and reasonable safety and work training for program Participants. We will review and evaluate the Participants' work habits and task accomplishments closely to give them the maximum work experience possible. This will include morning coffee breaks for discussion of prior day's accomplishments and schedule for the current day's work activity. "Lunch and Learn" sessions will be conducted at least once weekly as training in areas of safety and leadership, as well as an introduction to careers within the government sector.

Habits such as coming to work early is good training for real world employment, as being on time can be viewed as being late. We will account for all time and attendance. We encourage all Participants to incorporate timeliness in their toolbox of success.

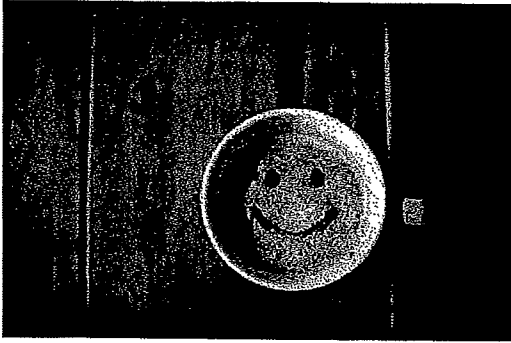
In both private, as well as public sector, you may experience an environment that consists of employees in Management and employees that are part of a Union. This program will give Participants a glimpse into how that dynamic works in a positive manner.

Van Buren Charter Township will comply with all applicable laws regarding displacement of currently employed workers, and refrain from involving Participants in any lobbying, political, religious or union activities.

VAN BUREN CHARTER TOWNSHIP IS AN EQUAL OPPORTUNITY EMPLOYER

Revealing Exceptionally Amazing Leaders

VanBuren Charter Township Summer Youth Initiative



Morning Coffee Breaks

Each morning the Students and Van Buren Charter Township personnel will go over the prior day's work accomplishments. This time will be used to give constructive feedback and review the current day's assignments.

30- Minute Lunch and Learn Sessions

Students will experience what it is like to go to workshop conferences to enhance their knowledge of the job. These sessions are 30-minute luncheons given once a week, where different departments will come and give a brief overview of what their job entail. The process will allow students to see the background of the many jobs they will be engaged in during the six-week period.

Presentations will be given by Public Safety Police & Fire, DDA, Planning and Economic Development, Water and Sewer, Information Technology and Cable TV.



Revealing Exceptionally Amazing Leaders
VanBuren Charter Township Summer Youth Initiative

We Are for REAL.....



APPENDIX B

FINANCIAL INFORMATION

DETROIT WAYNE MENTAL HEALTH AUTHORITY
BUDGET ALLOCATION PAGE

BOARD ACTION NUMBER / Contract Terms	CONTRACTOR / Account Number	PROGRAM	PROPOSED BUDGET
10/01/2016 to 09/30/2017	Charter Township of Van Buren 64931.827206.06300	2017 Summer Youth Program	\$47,497.00
BA#: 17-47		TOTAL	\$ 47,497.00

PROGRAM BUDGET SUMMARY

View at 100% or Larger

Use **WHOLE DOLLARS** Only

ATTACHMENT B.1

PROGRAM Summer Youth Employment Program (The REAL)			DATE PREPARED 4/24/2017		Page	Of
CONTRACTOR NAME Van Buren Township			BUDGET PERIOD From: 3/1/2017 To: 9/30/2017			
MAILING ADDRESS (Number and Street) 46425 Tyler Road			BUDGET AGREEMENT <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT		AMENDMENT #	
CITY Van Buren Townsh	STATE Michiagn	ZIP CODE 48111	FEDERAL ID NUMBER 38-6007135			
EXPENDITURE CATEGORY					TOTAL BUDGET (Use Whole Dollars)	
1. SALARY & WAGES			\$29,025			\$42,289
2. FRINGE BENEFITS			\$2,025			\$2,025
3. TRAVEL						
4. SUPPLIES & MATERIALS			\$432			
5. CONTRACTUAL (Subcontracts/Subrecipients)						
6. EQUIPMENT						
7. OTHER EXPENSES			13264.43			
						\$3,670
8. TOTAL DIRECT EXPENDITURES (Sum of Lines 1-7)			\$44,746			\$47,984
9. INDIRECT COSTS: Rate #1 %						
INDIRECT COSTS: Rate #2 %			3237.5			
10. TOTAL EXPENDITURES			\$47,984			\$47,984

SOURCE OF FUNDS:

11. FEES & COLLECTIONS					
12. STATE AGREEMENT					
13. LOCAL					
14. FEDERAL					
15. OTHER(S)					47,497
16. TOTAL FUNDING			\$47,497		

AUTHORITY: P.A. 368 of 1978

COMPLETION: Is Voluntary, but is required as a condition of funding.

DCH-0385(E) (Rev. 04/08) (Excel) Previous Edition Obsolete.

APPENDIX C

Debarment/Suspension Agreement and Certification & List of Subcontractors

DEBARMENT/SUSPENSION AGREEMENT AND CERTIFICATION & LIST OF SUBCONTRACTORS

Name of Provider Charter Township of Van Buren
Program Title Summer Youth Employment
Term March 2017 - September 2017

As a condition for participation as a service provider or grantee of Detroit Wayne Mental Health Authority ("Authority"), the provider or grantee that provides Medicaid services and/or received federal grant money (hereafter known as "Provider") agrees to all terms and conditions of this Debarment/Suspension Agreement and Certification ("Certification").

Provider, by executing this Certification, agrees to all of the following terms and conditions as well as all provisions of the certification:

1. Provider affirmatively warrants and represents that neither Provider, nor any of its principals, are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any Federal program, including, but not limited to, Title XVIII (Medicare) or any program under Title XIX (Medicaid) under any of the provisions of Section 1128(A) or (B) of the Social Security Act (42 U.S.C. ' 1320a-7), or Executive Order 12549. Provider must notify Authority or its agent immediately upon receipt of notice that any action is being taken against Provider or any person defined under the provisions of Section 1128(A) or (B), which could result in exclusion from the Medicaid program.
2. Provider further affirmatively warrants and represents that neither Provider, nor any of its principals, are presently indicted or otherwise civilly or criminally charged for, or have within a three (3) year period preceding the effective date of the services contract (the "Main Agreement"), been convicted of, or had a civil judgment rendered against them for, commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, performing in a public transaction or contract; violation of state and/or federal antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Provider further affirmatively warrants and represents that neither Provider, nor any of its principals, have within a three (3) year period preceding the effective date of the Main Agreement, had one or more public transactions terminated for cause or as a result of default.
4. Provider agrees to comply with 45 C.F.R. Part 76, "Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Requirements for Drug-Free Workplace (Grants)." This regulation requires the Provider, in part, to: (a) execute the attached "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" upon execution of this Certification; (b) provide written notice to Authority or its agent if at any time the Provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed

circumstances; and (c) require compliance with 45 C.F.R. Part 76 by participants in lower tier covered transactions. The Provider further agrees by submitting this Certification that it will include the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts", without modification, in all lower tier covered transactions ("Subcontracts") and in solicitations for all Subcontracts.

5. The certification herein below is a material representation of fact upon which reliance was placed when the contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Authority, the state or the federal government, the Authority may pursue available remedies, including suspension and/or debarment, or termination of the Main Agreement for cause or due to default.
6. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any Subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Authority.
7. Provider may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the subcontractor's certification is erroneous. Provider must, at a minimum, obtain certifications from its subcontractors upon each Subcontract's initiation, and upon each renewal.
8. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this Certification. The knowledge and information of Provider is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for contracts authorized under Section 4 above, if a Provider knowingly enters into a Subcontract with a subcontractor who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction described under the Main Agreement, in addition to other remedies available to the it, the Authority may pursue available remedies, including suspension and/or debarment, and termination of the Main Agreement for cause or due to default.
10. Audit Requirements.
 - A. Single Audit Not Required. If Provider expends some **federal grant** funding through the Authority, but their total federal grant expenditures from all sources is less than \$750,000, Provider should send written notice to the Authority (address below) that its total grant expenditure is less than \$750,000 from all sources (both through the Authority and other sources), and it is not subject to the single-audit requirements.

B. Single Audit Required. In accordance with the Single Audit Act of 1996 and Office and Management and Budget (OMB) "Supercircular", all entities that expend \$750,000 or more in **federal grant** funding during the fiscal year are required to have a single audit or a program-specific audit conducted in accordance with 2 CFR 200.501(c). If Provider is required to have a single audit per the OMB Supercircular, the entity must submit a Reporting Package to the following address:

C. A copy of any report or letter should be sent to:

Chief Financial Officer
Detroit Wayne Mental Health Authority
707 W. Milwaukee, 5th Floor
Detroit, Michigan 48202

The Reporting Package must include the following:

- Financial Statements and a Schedule of Expenditures of Federal Awards,
- Summary Schedule of audit findings,
- Auditor's Report, and
- Corrective Action Plans for any audit findings.

11. The words "covered contract", "debarred", "suspended", "ineligible", "lower tier covered transaction", "grantee", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549:45.

Certification Statement Regarding Suspension and Debarment:

I certify that neither the Provider organization named above, nor any of its principals, have been suspended or debarred from any federal procurement and/or non-procurement programs.

Signature: [Handwritten Signature] Date 3/3/2017
Title: SUPERVISOR

**DETROIT WAYNE MENTAL HEALTH AUTHORITY
FIRST TIER SUBCONTRACTOR DESIGNATION FORM**

To be completed by Prime Contractors for "First Tier" Subcontractors Only

This form Must be completed by all prime contractors receiving a contract of more than \$50,000 (supply/service)

****THIS PAGE MUST BE COMPLETED EVEN IF NO SUBCONTRACTORS WILL BE USED****

1. CONTRACT NUMBER: _____ - _____ - _____ (number on bid announcement-if Applicable)

2. CHECK ONE:

This is a: ☐ SUPPLIES ☒ SERVICES contract (over \$50,000? ☐ YES ☒ NO)

3. WILL SUBCONTRACTORS BE USED FOR THIS CONTRACT? (Check One)

☐ YES

☒ NO

(This page must be completed even if no subcontractors will be used)

Prime Company Name: <u>Charter Township of Van Buren</u>		Fed Tax ID: <u>38-6007135</u>	
Address: <u>46425 Tyler Road</u>			
City: <u>Belleville</u>	County: <u>Wayne</u>	State: <u>MI</u>	Zip: <u>48112</u>
Phone: (734) <u>699-8900</u>		Fax: (734) <u>699-8952</u>	
Authorized Contact Person: <u>Kevin McNamara</u>		Email: <u>KMcNamara@vanburen-mi.org</u>	

I declare that all of the information contained in this form is complete and accurate to the best of my knowledge.

Print Name Kevin McNamara Title Supervisor
Signature [Signature] Date 3/3/16

If you answered "YES" to subcontractors, complete the next page.



List of Subcontractors

[if applicable]

SUBCONTRACTOR LIST

(MAKE ADDITIONAL COPIES OF THIS PAGE TO LIST ADDITIONAL SUBCONTRACTORS)

Prime Contractor Name _____

Contract # _____

Subcontractor # _____

Company Name		Fed Tax ID:	
Address			
City:	County:	State	Zip
Authorized contact:	Phone: ()	Fax: ()	
Subcontract Amount: \$		% of Contract	
Work to be performed:			

Subcontractor # _____

Company Name		Fed Tax ID:	
Address			
City:	County:	State	Zip
Authorized contact:	Phone: ()	Fax: ()	
Subcontract Amount: \$		% of Contract	
Work to be performed:			

Subcontractor # _____

Company Name		Fed Tax ID:	
Address			
City:	County:	State	Zip
Authorized contact:	Phone: ()	Fax: ()	
Subcontract Amount: \$		% of Contract	
Work to be performed:			

Subcontractor # _____

Company Name		Fed Tax ID:	
Address			
City:	County:	State	Zip
Authorized contact:	Phone: ()	Fax: ()	
Subcontract Amount: \$		% of Contract	
Work to be performed:			



APPENDIX D

ETHICS IN CONTRACTING VENDOR FORM

ETHICS IN CONTRACTING VENDOR FORM

(DISCLOSURE OF RELATIONSHIPS WITH AUTHORITY CONTRACT MANAGERS BY OWNERS AND OFFICERS OF BUSINESS SUBMITTING QUOTE)

- This form must be completed by a person holding a key position in the business, such as, an officer, director, trustee, partner, senior engineer or sales manager and have influence in making this bid or response or in performing the contract if the Detroit Wayne Mental Health Authority (Authority) awards it to your business.
- **Please fill out this form to the best of your knowledge and belief.**
- Detach and make additional copies of this form if needed.
- If you are unsure about what to disclose, contact the Purchasing Director at (313) 344-9099 x 3134.
- **You are not required to question family members beyond what you already know of their affairs.**
- Submit this form with your quote/bid/proposal. A copy will be kept on file by the Authority's Purchasing Director.
- If you fail to fully disclose the required information below, the Authority may terminate your contract if your business is awarded one.

1. Are you an immediate family member of an Authority employee? ☐ YES ☒ NO

If Yes: Name: _____ Relationship: _____

Department: _____ Title: _____

2. Without any further inquiry, are you aware if your business has employed an immediate family member of an Authority employee within the previous twelve (12) months? ☐ YES ☒ NO

If Yes: Name: _____

Department: _____ Title: _____

3. Without any further inquiry, are you aware if your business has discussed hiring an immediate family member of a contract manager within the past twelve (12) months? ☐ YES ☒ NO

If Yes: Name of Contract Manager: _____

Department: _____ Title: _____

4. Do you and a contract manager each have a substantial financial interest in one or more of the same business ventures? ☐ YES ☒ NO

If Yes: Name of Contract Manager: _____

Department: _____ Title: _____

ETHICS CERTIFICATION

I certify that I have disclosed all information within my knowledge, which is required by this disclosure form.

Name (Please Print): Kevin McNamara
Signature: [Signature] Date: 3/3/2017
Company Name: Van Buren Charter Township
Company Tax ID #: 38-6007135

ETHICS DEFINITIONS

Contract Manager

An elected or appointed Authority official identified as having significant discretion over Authority contracts.

Immediate Family

A spouse, a former spouse, children, parents, brothers, sisters, grandparents, brother-in-law, and sister-in-law.

Substantial Financial Interest

- Ownership of any interest or involvement in any relationship, which results in the receipt of \$500 or more per year. Exceptions: Market-rate from a financial institution; income from the ownership of less than \$10,000 of stocks and bonds traded on the national stock exchanges.
- Holding a key position in a business such as officer, director, trustee, partner or sales manager. Exceptions: Officers who serve without compensation on the boards of charitable organizations.

Request for Taxpayer
Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ☐ Exempt payee
☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your Social Security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Not: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. person, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China Income Tax Treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exemption (under paragraph 2 of the first protocol) and is relying on this exemption to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators, final estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN.

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name.

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as" (DBA) name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(c), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 403(b)(2).

2. The United States or any of its agencies or instrumentalities.

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity regulated at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 504(c),

13. A life insurance company,

14. An individual known to the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 15. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000	Generally, exempt payees 1 through 7

*See Form 1099-MISC, Miscellaneous Income, and its instructions.

However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorney's fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS Individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN. **Note.** See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3670).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable investments, generally you will have 90 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 90-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. **Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-9.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 6 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign this certification.

What Name and Number To Give the Requester

For this type of account	Oligarchy and Sign of
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or the assigned funds; the not assigned on the account The paper
3. Custodian account of a minor (children or to Minors Act)	The parent or trustee
4. a. The disabled (eligible persons: blind, paraplegic, etc. transfer) b. Donated (the recipient transfer not a legal or valid trust under state law)	The actual owner
5. Self-protection (either or designated only covered by a beneficiary)	The owner
For this type of account	Oligarchy and Sign of
6. Discharged only not binding by on individual	The owner
7. A valid trust; liability, or pension trust	Legitimacy
8. Corporation or LLC (either corporate entity on Form 990 or 990-E)	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or joint member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

⁴ List first and clearly the name of the type, color, or pattern first. Do not herald the T&E of the present representative or unless unless the legal entity listed is not designated in the document title. Also use special rules for parentheses on page 1.

Visit the IRS website at www.irs.gov to learn more about Identity Theft and how to reduce your risk.

You must provide your TIN whether or not you are required to file a tax return. Payors must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payor. Certain penalties may also apply.



**Detroit Wayne
Mental Health Authority**

707 W. Milwaukee St.
Detroit, MI 48202-2943
Phone: (313) 344-9099
www.dwmha.com

FAX: (313) 833-2156
TDD: (800) 630-1044 RR/TDD: (888) 339-5588

MEMORANDUM

To: Muddasar Tawakul – Purchasing Director
From: Andrea Smith
Subject: Summer Youth Employment Project
Date: January 27, 2017

Muddasar,

The purpose of this letter is to request approval in support of DWMHA's Summer Youth Program. The program provides subsidized part-time employment for individuals between the ages of 14-24 living in Wayne County. In addition to work experience, this funding will ensure that the employed youth receive educational information on prevention, treatment and access to care. These programs are expected to be both beneficial and preventative for youth otherwise unoccupied during the summer months, who may be at a greater risk for developing behavioral health issues.

The DWMHA Summer Youth Program is a continuation from the last two fiscal years with organizations intending to foster growth and enhance communities. These organizations thrive on community outreach to adolescents focusing heavily on youth recruitment plans and educational and mentoring goals to be accomplished over the summer months.

The engagement is beneficial to the Authority as it promotes workforce development and continued positive growth in Detroit and Wayne County. Research has shown that healthy youth foster into healthy adults when given appropriate coping mechanisms and protective factors.

The proposed partner cities and organizations and amounts each will receive totaling \$1,796,552 (Alkebulan Village, The Township of Van Buren, The City of Canton, Dearborn Police Department, Detroit City Connect, Downriver Community Conference, The City of Hamtramck, The City of Highland Park, The City of Inkster, The City of Redford Township, Eastside Community Network, and The City of Westland). The amount also includes dollars for an end of season ceremony, as well as a coordinator and youth team to assist in training, monitoring and mentoring. These positions will be posted if required by the Compliance Officer.

Board of Directors

Herbert C. Smitherman, Jr., MD, Chairperson
Marsha Bianconi

Dr. Cheryl Munday, Vice-Chairperson
Angelo Glenn

Bernard Parker, Treasurer
Timothy Killeen

Dr. Cynthia Tauog, Secretary
Frank Ross

Constance Rowley

Dr. Iris Taylor

Terence Thomas

Heather Underwood

Thomas Watkins, President/CEO

FINANCIAL STATUS REPORT
Michigan Department of Community Health

Grant

BPO Number	Contract Number PO #:	Page 1	Of 1
Local Agency Name	Program Mental Health First Aid Project	Code PCA#	
Street Address	Report Period first day of month Thru last day of month	Date Prepared	
City, State, ZIP Code	Agreement Period Oct. 1, 2016 Thru Sept. 30, 2017	FE ID Number	

Category	Expenditures		Agreement	
	Current Period	Agreement YTD	Budget	Balance
1. Salaries and Wages				
2. Fringe Benefits				-
3. Travel				-
4. Supplies and Materials				-
5. Contractual (Sub-Contracts)				-
6. Equipment				-
7. Other Expenses				-
				-
				-
				-
8. TOTAL DIRECT	-	-	-	-
9. Indirect Costs: Rate %				-
				-
				-
10. TOTAL EXPENDITURES	-	-	-	-
SOURCE OF FUNDS:				
11. State Agreement				-
12. Local				-
13. Federal				-
14. Other				-
15. Fees & Collections				-
16. TOTAL FUNDING				-

CERTIFICATION: I certify that I am authorized to sign on behalf of the local agency and that this is an accurate statement of expenditures and collections for the report period. Appropriate documentation is available and will be maintained for the required period to support costs and receipts reported.

Authorized Signature actual signature	Date	Title Contractor
Contact Person Name	Telephone Number	

FOR STATE OFFICE USE ONLY

	Advance	INDEX	PCA	OBJ. CODE	AMOUNT
Advance Outstanding					
Advance Issued or Applied					
Balance					
Message:					
Authority: P.A. 368 of 1978 Completion: is a condition of Reimbursement			The Department of Community Health is an equal opportunity, employer, services, and programs provider.		

DCH-0384(E) (Rev. 4/01) (Excel) Previous Edition Obsolete

Summer Youth Employment Project Monthly Progress Report

- 1) Briefly describe any accomplishments achieved during this month.***

- 2) Briefly describe any barriers experienced this month that have prevented or challenged your team's ability to follow the work plan. Describe any actions taken to address these barriers or challenges.***

- 3) Is the project work plan on target for all expenditures? If not, please describe why and indicate if an amendment should be initiated?***

- 4) Briefly describe any technical assistance/support you would like to receive regarding the project.***

- 5) Please complete and submit the Financial Status Report Form and submit with this report to Tinetra Burns at tburns@dwmha.com and Andrea Smith at asmith1@dwmha.com.***

Charter Township of Van Buren

REQUEST FOR BOARD ACTION

Agenda Item _____

WORK STUDY DATE: MAY 15, 2017
BOARD MEETING DATE: MAY 16, 2017

New Business

Unfinished Business

Public Hearing

Consent Agenda X

ITEM (SUBJECT)

Consider approval of Zambelli Fireworks Company for the 2017 Fireworks Show and have the Supervisor and Clerk execute the agreement.

DEPARTMENT

Parks & Recreation

PRESENTER

Director Jennifer Wright

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 2017 Fireworks Show and have the Supervisor and Clerk execute the agreement

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. Two months ago the recreation department received two bids for the 2017 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 four years. They have proven to be a professional and dedicated company. The 2017 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 24, 2017 (rain date is set for June 25).

BUDGET IMPLICATION

Cost of show is \$10,000 to be expensed from the budgeted line item (101-718-819-000) Contracted Services.

Supervisor McNamara 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 11, 2017 Recreation Committee Meeting the committee made a motion for the Township Board to approve Zambelli Fireworks.

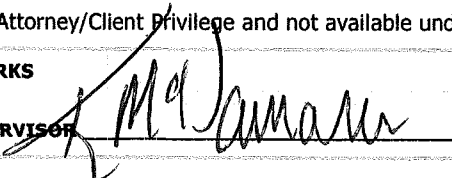
ATTORNEY RECOMMENDATION

N/A

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

ADDITIONAL REMARKS

APPROVAL OF SUPERVISOR



ZAMBELLI FIREWORKS MANUFACTURING CO.

THIS CONTRACT AND AGREEMENT (this "Contract") is made effective as of this 17th day of April, 2017, 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 24, 2017

Postponement Date: June 25, 2017

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

2017 Permit for Fireworks Other than Consumer or Low Impact

Authority	2011 PA 256	The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc. under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.
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This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of and at the place listed below only through permit expiration date.

TYPE OF PERMIT(S) (Select all applicable boxes) <div style="display: flex; justify-content: space-between;"> Agricultural or Wildlife Fireworks Articles Pyrotechnic <input checked="" type="checkbox"/> Display Fireworks </div> <div style="display: flex; justify-content: space-between;"> <input checked="" type="checkbox"/> Public Display Private Display </div> <div style="display: flex; justify-content: space-between;"> Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes </div>		FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY. PERMIT(S) EXPIRATION DATE <small>(ENTER DATE OF EXPIRATION)</small>
NAME OF PERSON PERMIT ISSUED TO		AGE (18 YEARS OR OLDER) <input type="checkbox"/> YES <input type="checkbox"/> NO
ADDRESS OF PERSON PERMIT ISSUED TO		
NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION		
Zambelli Fireworks Mfg.		
ADDRESS		
20 South Mercer Street, New Castle, PA 16101		
NUMBER AND TYPES OF FIREWORKS (Please attach additional pages if necessary) <div style="text-align: center;"> 480 - 3" aerial shells 144 - 4" aerial shells 100 - 5" aerial shells 56 - 6" aerial shells 9 - illumination barrages </div>		
EXACT LOCATION OF DISPLAY OR USE		
Gunnery Ridge at Beck Road ballfields		
CITY, VILLAGE, TOWNSHIP	DATE	TIME
Van Buren Township	June 24, 2017	dusk
BOND OR INSURANCE FILED		AMOUNT
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Allied Specialty Insurance		\$10 Million

Issued by action of the Legislative Body of a <div style="display: flex; align-items: center;"> <div style="margin-right: 10px;"> <input type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Township of </div> <div style="flex-grow: 1; border-bottom: 1px solid black; position: relative;"> <div style="position: absolute; right: 0; top: -10px;">on the</div> <div style="position: absolute; right: 0; bottom: -10px;">day of</div> </div> </div>	
<small>(Signature and Title of Legislative Body Representative)</small>	

THIS FORM IS VALID UNTIL THE DATE OF EXPIRATION OF PERMIT

Application for Fireworks Other Than Consumer or Low Impact

FOR USE BY LEGISLATIVE BODY
OF CITY, VILLAGE OR TOWNSHIP
BOARD ONLY

DATE PERMIT(S) EXPIRE:

Authority: 2011 PA 256
Compliance: Voluntary
Penalty: Permit will not be issued

The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.

TYPE OF PERMIT(S) (Select all applicable boxes)

- ☐ Agricultural or Wildlife Fireworks ☐ Articles Pyrotechnic ☐ Display Fireworks
☒ Public Display ☐ Private Display
☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes

NAME OF APPLICANT Zambelli Fireworks Mfg.		ADDRESS OF APPLICANT 20 S. Mercer St. New Castle, PA 16101	AGE (18 YEARS OR OLDER) OF APPLICANT
NAME OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER Ed Meyer, Managing Partner		ADDRESS PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER same	
IF A NON-RESIDENT APPLICANT (LIST NAME OF MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT) Joe Laverdi		ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT) 3422 Saratoga, Howell, MI 48855	TELEPHONE NUMBER 724.658.6611
NAME OF PYROTECHNIC OPERATOR Joe Laverdi		ADDRESS OF PYROTECHNIC OPERATOR same	AGE (18 YEARS OR OLDER) OF PYROTECHNIC OPERATOR 75
NO. YEARS EXPERIENCE 30+	NO. DISPLAYS 100+	WHERE Throughout Michigan	
NAME OF ASSISTANT Mike Walch		ADDRESS OF ASSISTANT 3567 Lakewood Dr. Waterford MI 48329	AGE OF ASSISTANT (18 YEARS OR OLDER) 62
NAME OF OTHER ASSISTANT		ADDRESS OF OTHER ASSISTANT	AGE OF OTHER ASSISTANT (18 YEARS OR OLDER)

EXACT LOCATION OF PROPOSED DISPLAY
Gunnery Ridge at Beck Road ballfields

DATE OF PROPOSED DISPLAY
June 24, 2017

TIME OF PROPOSED DISPLAY
Dusk

MANNER AND PLACE OF STORAGE, SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES, IN ACCORDANCE WITH NFPA 1123, 1124 & 1126 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT

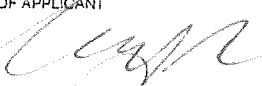
Delivered day of display on Zambelli Company Truck

AMOUNT OF BOND OR INSURANCE (TO BE SET BY LOCAL GOVERNMENT)
\$10 Million

NAME OF BONDING CORPORATION OR INSURANCE COMPANY
Allied Specialty Insurance

ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY
10451 Gulf Boulevard, Treasure Island FL 33706

NUMBER OF FIREWORKS	KIND OF FIREWORKS TO BE DISPLAYED (Please provide additional pages as needed)
480	3" aerial shells
144	4" aerial shells
100	5" aerial shells
56	6" aerial shells
9	illumination barrages

SIGNATURE OF APPLICANT  DATE
April 18, 2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/18/2017

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

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

PRODUCER Allied Specialty Insurance, Inc. 10451 Gulf Blvd Treasure Island, FL 33706-4814	CONTACT NAME: Michelle Kugler
	PHONE (A/C, No, Ext): 727-547-3070 FAX (A/C, No): 727-367-5695
	E-MAIL: mkugler@alliedspecialty.com
	ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A: T.H.E. Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM-DD-YYYY)	POLICY EXP (MM-DD-YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LCC OTHER:	<input checked="" type="checkbox"/>	CPP0103167-04	02 01 2017	02/01 2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP OP AGG \$ 2,000,000 Protection & Indemnity \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CPP0103167-04	02 01 2017	02 01 2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		ELP0011081-04 Excess P & I Included	02 01 2017	02/01/2018	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A Coverage is afforded in the State(s) of:			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Inland Marine / Hull		CPP0103167-04	02-01-2017	02/01/2019	Hull Limit \$900,000 Show Limit \$1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Display Date: June 24, 2017 Rain Date: June 25, 2017 Location: Beck Road ballfields
RE: General Liability, the following are named as additional insured in respects to the negligence of the named insured, excess is follow form:
Gunnery Range: The Charter Township of Van Buren, all of its officers, elected officials, agents, representatives, servants and members of boards and commissions.

CERTIFICATE HOLDER CANCELLATION

Charter Township of Van Buren 46425 Tyler Road Van Buren, Pa 48111	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Cert# 514229	AUTHORIZED REPRESENTATIVE



N

Van Buren Twp – Belleville, MI.

June 24, 2017 Display Date (Rain date June 25, 2017).

Gunnery Range @ Beck Road ball fields.

Only authorized persons allowed inside Safety Zone (bold circle above).

6" max diameter shells used.

600' minimum Safety Zone in all directions.

Motion

O'Neil moved, Coleman seconded to approve the Agreement with Zambelli Fireworks Company for the 2017 Fireworks show and authorize the Supervisor and Clerk to execute the agreement. Motion Carried

Yeas: Belanger, Coleman, Nofz, Willoughby, O'Neil, Wall.

Nays:

Absent: Clerk Wright

Motion Carried

I hereby certify the foregoing is a true and correct copy of the motion made at the Recreation Committee meeting held on April 11, 2017

Jennifer Price
Jennifer Price
Recording Secretary

Charter Township of Van Buren

REQUEST FOR BOARD ACTION

Agenda Item _____

WORK STUDY DATE: MAY 15, 2017

BOARD MEETING DATE: MAY 16, 2017

New Business

X

Unfinished Business

Public Hearing

Consent Agenda

ITEM (SUBJECT)	Consider approval of the Memorandum of Understanding and Agreement for the Iron Belle Trail and have the Supervisor and Clerk execute the agreement.
DEPARTMENT	Parks & Recreation
PRESENTER	Director Jennifer Wright
PHONE NUMBER	734-699-8921
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Deputy Director Jennifer Zaenglein

Agenda Topic

ACTION REQUESTED	Consider approval of the Memorandum of Understanding and Agreement for the Iron Belle Trail and have the Supervisor and Clerk execute the agreement.
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	See attachment for supporting data
BUDGET IMPLICATION	None
IMPLEMENTATION NEXT STEP	Provide copies of the signed agreement to the Michigan Department of Natural Resources Parks and Recreation Division
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	At the April 11, 2017 Recreation Committee Meeting the committee made a motion for the Township Board to approve the MOU for the Iron Belle Trail
ATTORNEY RECOMMENDATION	See attachment (May be subject to Attorney/Client Privilege and not available under FOIA)
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	

The Iron Belle Trail is the longest designated state trail in the nation between Belle Isle Park in Detroit and Ironwood in the Upper Peninsula. Having this trail hikers and bikers can explore pristine forests, pass cool rivers and visit charming towns, and find out why Michigan is known as "The Trails State." Proposed by Governor Rick Snyder in 2013, the Iron Belle Trail will provide 1,259-mile hiking route (with 69% complete) and will incorporate a large portion of the existing North Country National Scenic Trail. It runs the west side of the Lower Peninsula and borders Lake Superior in the Upper Peninsula. The 774-mile bicycle route (with 64% complete) will utilize existing multi-use trails and will follow US-2, a designated national bicycling route in the Upper Peninsula. This trail will showcase Michigan's natural, historic, and cultural resources.

Hiking and biking is known to be a wonderful way to experience the state's vast array of scenic views, historic and cultural resources, vibrant communities and wildlife resources. The goal of the Iron Belle is to link the wealth of existing trails, celebrate the partnerships that have developed and maintain the segments of the Iron Belle Trail. The trail creates opportunities for rural economic development, healthy recreation and awareness of Michigan's resources.

In addition, The Iron Belle was named based on a committee that included partners on the project: The Michigan Trails Advisory Council, the Michigan Economic Development Corporation, the Michigan Parks and Recreation Association and the Michigan Trails and Greenways Alliance.

Why Van Buren Township? Because we are the link that will connect Lower Huron Metro Park to Ypsilanti Township's already existing Iron Bells trail. So Van Buren Township has been chosen this round to receive \$30,000 from the Michigan Department of Natural Resources to start the first phase of this project.

This first segment of the trail will be 2.5 miles long and will start at Lower Huron Metro Park to Edgemont Street. The route will follow E. Huron River Drive, Edison Lake Road and Haggerty Road. A Norfolk Southern Railroad crossing is required on Haggerty Road. Preliminary planning suggests that approximately five easements over private properties will be necessary to complete the project.

Furthermore, during the updating process of the Parks and Recreation Master Plan, an online survey was developed to ask residents various questions about pros and cons of the parks and recreation facilities. One question was to identify the importance of 20 different types of recreational facilities and 98 people checked that walking/biking trails were important. The Iron Belle Trail is listed in the Capital Improvement Plan of the Master Plan. Van Buren Township is very fortunate to have been chosen to be a part this unique project.

Included in the packet is a Memorandum of Understanding between the Michigan Department of Natural Resources and Van Buren Township. This agreement outlines the Iron Belle background, objectives, responsibilities of both parties, liability and term of agreement. Also, included in this packet is information on frequently asked questions about the Iron Belle, a map showcasing the trails and the project proposal submitted for the grant.



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES
LANSING



KEITH CREAGH
DIRECTOR

February 28, 2017

Ms. Jennifer Wright
Charter Township of Van Buren
46425 Tyler Rd.
Van Buren Twp., MI 48111

SUBJECT: Iron Belle Trail Funding Proposal 2017-IBT 17-12

Dear Ms. Wright,

We are pleased to announce your Round 3 Iron Belle Project Proposal has been awarded \$30,000.00.

Copies of the MOU Grant agreement and a MOU between the Grant Recipient Community and the MDNR are enclosed. The MOU between the MDNR and Communities is to help establish the responsibilities of each involved entity in regards to the Iron Belle Trail and to develop a framework for this unique partnership arrangement. If the recipient of this award is not the managing trail entity, please work with local officials to gain the appropriate signatures.

Please have appropriate staff sign, date and return them to our office at the address below for execution. A signed original will be returned for your files. The MOU outlines the required quarterly and final report requirements.

Please send the signed agreements to:

Michigan Department of Natural Resources
Parks and Recreation Division
P.O. Box 30257
Lansing, MI 48909
Attention: Melissa Buzzard

The Iron Belle Trail is an exciting project in Michigan and the Parks and Recreation Division is interested in the progress of the trail as it is developed. Please share your pictures, progress, positive impacts, events, and challenges as you proceed.

Congratulations on your grant award for the Iron Belle Trail in your community, and thank you for being part of the growing Michigan Trails Network that truly embraces Michigan as, "The Trails State". An official press release of grant recipients is pending.

Sincerely,

Paul Yauk, State Trails Coordinator
517-284-6141

Enclosures

cc: Paul Yauk, DNR
Kristen Bennett, DNR
Melissa Buzzard, DNR
Jacklin Blodgett, DNR
Nikki VanBloem, DNR
Tyler Klifman, SEMCOG



Michigan Department of Natural Resources
Parks and Recreation Division

GRANT AGREEMENT NUMBER
IBT 17-12

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT
FOR THE
IRON BELLE TRAIL (IBT)-ROUND 3**

*This information is required by authority of Part 711 of Act 451 of 1994,
as amended, to qualify for reimbursement.*

Grantee Jennifer Wright	
Attention Charter Township of Van Buren	
Address 46425 Tyler Rd.	
City, State, ZIP Van Buren, MI 48111	
Telephone (734) 699-8921	Federal Employer Identification Number (FEIN) 38-6007135

It is expressly understood by and between the parties hereto that the proposal bears the above Grant Agreement Number and associated documents including all attachments, are by this reference made part of this understanding. All materials bearing this number constitute the entire understanding between the parties.

An agreement is made between the MICHIGAN DEPARTMENT OF NATURAL RESOURCES (hereinafter called the Department; **State Trails** Coordinator, contracting officer) and the above-named Grantee for funding for **preliminary engineering for the Iron Belle Trail in Van Buren Township for a 2.5 mile segment following Huron River Dr. from downtown Belleville to Haggerty Road.**

The project period shall be from **Date Signed to September 30, 2018**. This understanding shall convey a sum of money for eligible costs, but which shall not in any event exceed **Thirty Thousand Dollars (\$30,000.00)**. This sum shall be used only for the elements called for in the project scope.

All projects will comply with the Americans with Disabilities Act of 1990.

All work must comply with State and Federal guidelines rules, regulations, and laws.

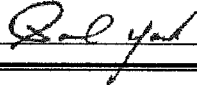
Additional guidelines and specifications for this agreement:

- **Project Coordination:** The Department contact for this project is **Melissa Buzzard**, hereinafter referred to as the Coordinator. The Grantee will confer regularly with the Coordinator on the progress of this project.
- **Payment:** Where applicable, the Department agrees to reimburse the Grantee for authorized expenditures upon verification of actual expenditures up to 90 percent of the grant amount. The Department will pay the final 10 percent upon project completion and final audit. Total payment under this grant is not to exceed the actual costs or **\$30,000.00**, whichever is less. Initial request for payment shall be made by completing *Request for Grant Reimbursement, PR4121*, (additional forms are available from the address at the end of this agreement). A final request must be made by **October 15, 2018**. Requests for payment must include copies of invoices and cancelled checks for all expenditures.
- **Project Reporting:** Grantee will provide the coordinator with quarterly reports throughout the length of the project. Prior to final payment Grantee will provide the coordinator with a final report on the project (forms found at the end of this agreement).
 - **Development projects:** Report will include pictures and location map of trail segments/trail structures constructed.
 - **Route Planning/Engineering projects:** Route planning report will include map(s) identifying the preferred alternative chosen for the IBT/ Engineering report will include pictures/renderings and detail the project status before the final payment will be issued.
- **Fiscal Control and Accounting Procedures:** In addition to the summary documentation submitted to the Department, the Grantee will maintain complete financial records. Documents required to be maintained for audit include: purchase orders, vouchers, authorized payments, and time records for individual employee(s) charged to this program. All financial records for this Grant will be retained by the Grantee until audit, or for a minimum of three (3) years, whichever is less. Records under audit will be retained until the audit is closed.

- **Procurement:** The Grantee will use their own procurement procedures provided they reflect applicable state and local laws and regulations, to include low bidder competition bid process, as applicable.
- **Prevailing Wage and Fringe Benefits:** Any sub-contractor performing work under this agreement must comply with the requirements of P.A. 166 of 1965.
- **Insurance:** The Grantee will add the State of Michigan, Department of Natural Resources, as an additional insured party on Grantee's liability insurance policy. Proof of liability insurance must be supplied to the State Trails Coordinator prior to the Department releasing any reimbursements for this grant.
- **Changes:** From time to time, changes may be needed in the scope or an extension of the project and the grant. All changes must be submitted in writing to the Coordinator and approved by the Department 45 days prior to September 30, 20 . Changes implemented prior to approval by the Department will not be eligible for reimbursement.
- **Audits:** The project and related reports are subject to audit by the Department. This may include both financial audits and site visits.
- **Hold Harmless:** Each party to this agreement will be responsible for its own negligent acts, including the acts of its officers, agents, and employees.
- **Right of Cancellation:** This grant agreement may be cancelled by either party upon giving thirty (30) days' written notice to that effect to the other party.

The individuals or officers signing on behalf of the parties to this Agreement certify by their signatures that they have read, understand and agree to comply with this Agreement, and have the authority to enter into this Agreement on behalf of the Grantee.

DEPARTMENT COORDINATOR

Printed Name: Paul Yauk Title: State Trails Coordinator
 Signature:  Date: 02/28/2017

GRANTEE'S REPRESENTATIVE(S)

Printed Name: _____ Title: _____
 Signature: _____ Date: _____
 Printed Name: _____ Title: _____
 Signature: _____ Date: _____
 Printed Name: _____ Title: _____
 Signature: _____ Date: _____

Please sign and return both copies to:

Trails Section
 PARKS AND RECREATION DIVISION
 MICHIGAN DEPARTMENT OF NATURAL RESOURCES
 PO BOX 30257
 LANSING MI 48909

A fully executed copy will be returned for Grantee's files to the address provided on page 1.

Memorandum of Understanding
between the
MICHIGAN DEPARTMENT of NATURAL RESOURCES
and

(COMMUNITY)
regarding the
IRON BELLE TRAIL

This Memorandum of Understanding (MOU), entered into on _____, 2017, by and between the Michigan Department of Natural Resources (MDNR), and _____, (Community).

The above listed Parties hereby agree to work together cooperatively in the administration and management of the Iron Belle Trail (IBT) and further agree that a Community and/or a portion of the community (or trail) will be used for the development and placement of the IBT. This Memorandum of Understanding shall not supersede any pre-existing understandings between the Parties and serves to formalize general understandings and relationships between MDNR and Community for the IBT management on all or a portion of the IBT that traverses the Community.

BACKGROUND AND OBJECTIVES

The Iron Belle Trail was created in 2013 by Governor Snyder to showcase Michigan's natural, historic, and cultural resources as well as the communities they traverse. Hiking or bicycling is known to be a wonderful way to experience the state's vast array of scenic views, historic and cultural resources, vibrant communities and wildlife resources. The goal of the IBT is to link the wealth of existing trails, celebrate the partnerships that have developed and maintain the segments of the IBT. The trail creates opportunities for rural economic development, healthy recreation and awareness of Michigan's resources.

This MOU is entered into for the purposes of:

- (1) Establishing the framework of a unique partnership arrangement between public and private groups involved in the management of the IBT to provide clear understandings of the roles and responsibilities of each management partner.
- (2) Determine management responsibilities of the MDNR and the Community for lands owned or acquired by the State of Michigan to protect the IBT.
- (3) Ensure the cooperative protection and management of the IBT.
- (4) Enable the Community to benefit from funds raised and secured for the establishment and ongoing support of the IBT.

(5) Establish the IBT as a part of an existing trail, where a trail identity already exists; in both signage and marketing.

EXCLUSIONS

1. This MOU does not change:

1.1 any jurisdictional relationships between the MDNR and any state or local government agency; or

1.2 any existing agreements, relationships, or jurisdictions between the MDNR and any other public or private party; or

1.3 any existing agreements, relationships, or jurisdictions between the MDNR and any other agencies of the federal government.

2. This MOU does not limit the MDNR or any state agency with respect to the exercise of its legislative mandates, prerogatives, privileges, management options, or authorities.

3. This MOU is not intended to and does not create any contractual rights or obligations with respect to the signatory agencies or any other parties.

STATEMENT OF WORK (Responsibilities of each Party)

The State of Michigan, MDNR, Agrees:

1. To provide overall administration, coordination, and oversight of the IBT, with an emphasis on ensuring trail-wide consistency of management operations, development and maintenance standards, and conformance with applicable laws, regulations, and policies.

2. To provide a DNR Representative or authorize a representative to act as an official community contact for the Iron Belle Trail (IBT Facilitator).

3. To continue to be responsible for all matters pertaining to the IBT that is not delegated to other parties.

4. To delegate to the Community management responsibilities for lands, including easements and other less-than-fee interests in land, that have been acquired by the MDNR for protection of the IBT outside of other existing units of State Land. Said lands if pertinent to this agreement, are attached in Appendix 1.

5. To provide oversight review and approval of all Local Management Plans developed by communities or Trail-maintaining clubs and promulgate Public Use Limits or Closures recommended in those plans as provided for State law; as related to IBT information.

6. Bring forward to the Community and act upon any Naming and sponsorship requests that will affect the Assets in their community based on the Iron Belle Trail Naming and Sponsorship Policy.

7. Provide guidance for signage and Marketing of the IBT as part of the overall branding and marketing of the Community trail segment.

8. The Primary Official to be contacted is:

Kristen Bennett

Iron Belle Trail Coordinator

Seven Lakes State Park

14390 Fish Lake Road

Holly, MI 48442

Phone: 248-634-9759

Fax: 248-634-6455

The Community Agrees:

1. To accept the MDNR's delegation of management responsibilities for management of the IBT acquired lands. Certain responsibilities, such as management of natural, historic and cultural resources or negotiation of agreements and understandings with state agencies and other trail maintaining partners, will be carried out collaboratively with the MDNR.
2. To continue day-to-day responsibilities for operations, construction, management, and maintenance for designated sections of the IBT, including delegated lands.
3. To ensure that all trail activities are in conformance with the statutory provisions of all applicable state laws and regulations.
4. To serve in an advisory role to any community designated trail maintaining groups and, as necessary, provide backup support to these groups in carrying out day-to-day operational responsibilities.
5. Review, participate, and act upon any Naming and sponsorship requests that will affect the Assets in their community based on the Iron Belle Trail Naming and Sponsorship Policy.
6. On signs and in all marketing of designated sections of the IBT, the community will label the trail; secondarily "as part of the Iron Belle Trail or otherwise named as determined by the Department of Natural Resources.

7. TRADEMARK GUIDELINES:

- a. MDNR hereby grants the Community to limited, non-transferable permission to use the Iron Belle Trademark (Mark) and Name as outlined on the MDNR website.
 - b. The Community shall obtain MDNR's prior written approval of all materials using the Mark or Name.
 - c. The Community shall not depict the Mark in any manner or in any materials that would tend to denigrate, disparage, tarnish, present in a false light or otherwise reflect negatively on the Mark or the MDNR.
 - d. MDNR may revoke this permission at any time by written notice to the Community if the Community violates any terms or conditions set forth in these guidelines.
8. The Primary Official to be contacted is:

Community:

Address:

E-mail address:

Phone:

Fax:

Both Parties Agree:

1. To meet regularly to develop work plans and coordinate all activities needed to protect and manage the IBT.
2. To meet as necessary to review the terms of this MOU, review each Party's contributions to IBT management, and review any and all other matters pertaining to the IBT that may be of concern to either Party.
3. To provide, to the extent feasible, technical and financial assistance for capital improvements, and other management needs associated with the development, administration, and maintenance of the Trail and related resources. Any agreement for financial assistance will be agreed to in writing by the Parties under separate cover.
4. To promote public awareness of the Trail as opportunities arise, and assist in the development of public information and visitor education programs intended to enhance public use and enjoyment of the IBT.
6. To promptly inform, (or within 48 hours) by email and phone, each other of all proposals for major changes in policies, programs, or projects that may impact the IBT.
7. To inform each other immediately (or within 24 hours) of any major emergency or controversial event occurring on Iron Belle lands, regardless of land ownership.

ASSIGNMENT, AMENDMENTS, WAIVER, and AGREEMENT COMPLETE:

- **Assignment:** Neither Party may assign or transfer any rights or obligations under this MOU without the prior consent of the other Party and a written assignment agreement, executed and approved by the same Parties who executed and approved this MOU, or their successors in office.
- **Amendments:** Any amendment to this MOU must be in writing and will not be effective until it has been approved and executed by the same Parties who executed the original MOU, or their successors in office.
- **Waiver:** If a Party fails to enforce any provision of this MOU that failure does not waive the provision or the Party's right to subsequently enforce it.
- **Agreement Complete:** This MOU contains the results of all prior negotiations and agreements between MDNR and Community. No other understanding regarding this MOU, whether written or oral, may be used to bind either Party.

LIABILITY:

Each Party will be responsible for its' own acts and omissions and the results thereof. The liability of MDNR and Community will be governed by Michigan Statutes.

TERM OF AGREEMENT:

- Upon execution of this MOA by the Parties hereto, the same shall become binding on the parties and their successors and assigns
- This MOU shall remain in effect until terminated upon written agreement of both parties

Termination and Resolution of Conflict:

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives on the date indicated below.

TERMS ACCEPTED:

Community

By: _____

Date: _____

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

By: _____

Ronald A. Olson
Chief of Parks and Recreation Division

Date: _____



FAQ about Michigan's Iron Belle Trail

www.michigan.gov/dnrtrails

Last update: March 27, 2015

Why a statewide trail?

Michigan's natural and cultural resources are spectacular, and hiking or bicycling is a wonderful way to experience the state's vast array of scenic views, cultural resources, vibrant communities and wildlife resources. Michigan's Iron Belle Trail links the wealth of existing trails, helps fill gaps where needed, and celebrates the partnerships that have developed and are maintaining the trails. The trail creates opportunities for rural economic development, healthy recreation and awareness of Michigan's natural resources.

How can I stay updated on Michigan's Iron Belle Trail progress?

Acquisition and development of the trail is ongoing. Visit www.michigan.gov/dnrtrails and click the red envelope to sign up for email updates to make sure you receive announcements about Michigan's Iron Belle Trail and the entire Michigan State Trail system.

How long will the trail be?

In its current proposed state, the hiking route will be 1,259 miles and the bicycling route will be 774 miles. The hiking portion of the trail will follow the current route of the North Country National Scenic Trail along most of its length. The bicycling trail connects many different segments.

What is the advantage to having separate routes for bicycling and hiking?

There are numerous advantages:

- Two routes will showcase the state and its partners' extensive investment in trails. The two routes also allow for statewide and national marketing of the many trails that will comprise the bicycling portion of the trail and supports the national marketing that is already occurring on the North Country National Scenic Trail.
- Two routes allow for more economic development opportunities, both rural and urban.
- Two routes meet the expectation of long distance hikers and bicyclists by having the tread design and outdoor experience that they expect.
- Michigan has so much to offer that one trail would not do justice to our scenic landscapes, natural and cultural features, vibrant communities, spectacular water bodies and great existing trails.

As you have identified the trail corridor, what has been the reaction of the potential partners?

There is great excitement about the opportunity to participate in Michigan's Iron Belle Trail in every community. These communities are proud of their trails and are excited about the opportunity to share them with new visitors. Funding has been identified from Michigan Natural National Park Service and North Country Trail Association are eager to partner with the State of Michigan to promote healthy hiking opportunities and greater appreciation of our natural and cultural resources.

What are potential funding sources to assist in acquisition and development of the trail?

There are many options for funding the acquisition and development of the trail, all of which will be leveraged. The federal government provides limited funds to the North Country Trail Association and its volunteers to develop and maintain the North Country National Scenic Trail. The Association seeks private and other funding sources as well. Federal highway dollars, Recreation Improvement Fund, Michigan Natural Resources Trust Fund, local resources, businesses, foundations, trail

groups, and volunteers will all be involved in the development and maintenance of both the hiking and the bicycling portions of the trail. MDOT committed \$4.7 million in federal Transportation Alternatives Program (TAP) grant funds to seven projects along the Iron Belle biking route. Funding gaps along this route continues to be a priority for TAP.

Partners are critical in managing and funding the trail. A complete list of land acquisition opportunities is being maintained and can be obtained by request from State Trails Coordinator Paul Yauk at 517-284-6141 or yaukp@michigan.gov.

What is the impact on the Michigan Natural Resources Trust Fund?

As is currently the case for trail funding, multiple funding sources are utilized to acquire and develop a trail. The Natural Resources Trust Fund will be looked to as one of many funding sources. The Department has been awarded a \$2 million acquisition grant from the Natural Resources Trust Fund as well as \$750,000 from the state's General Fund in 2015.

What happens to all of the other important trail projects?

Michigan's Iron Belle Trail is a priority state trail. There are many priority regional and local trails that will continue to move forward for acquisition and development. In fact, acquisition and development along this statewide trail will enable the department and local communities to link portions of the state's larger trail network through connections to Michigan's Iron Belle Trail.

How does this concept complement the already-existing trail systems in Michigan, particularly the North Country National Scenic Trail?

As America's longest National Scenic Trail (4600 miles), the North Country National Scenic Trail passes through 7 states and connects America's northern heartlands from eastern New York to central North Dakota, including 1150 miles in Michigan- more trail miles than any state along the North Country NST. As such, North Country National Scenic Trail serves as the principal hiking corridor in a vast network of trails across Michigan. Like two of its sister national scenic trails--the Appalachian NST in the east, the Pacific Crest NST in the west, the North Country NST brings an added cachet and uniqueness to Michigan's trails system and creates an even greater destination potential for Michigan's efforts at being The Trail State. By integrating North Country National Scenic Trail and its successful relationships with communities along its length, the North Country NST is an important factor in driving the economic potential of Michigan's Trails State initiative.

How will the trail benefit Michigan's overall State Trail system?

Michigan's Iron Belle Trail is the newest addition to Michigan's 12,000 miles of recreational trails, which have earned Michigan the reputation as the nation's Trails State. This extensive trail network offers plentiful opportunities for hiking, bicycling, snowmobiling, kayaking and other trail pursuits. Michigan's Iron Belle Trail will raise awareness and interest in trails all over the state. It will also serve as an opportunity for partners to develop and test tools and partnerships to promote all Michigan trails.

Have the final hiking and bicycling routes been determined?

A [draft route](#) is proposed for public comment. DNR and other partners are working to acquire and

develop segments along this route.

Who will be responsible for maintenance?

Development and maintenance of the hiking trail is currently performed by chapter volunteers of the North Country Trail Association. Their continued participation is imperative to the success of Michigan's Iron Belle Trail. Michigan Department of Transportation is responsible for the US-2 bike route through the Upper Peninsula, or the Department of Natural Resources for the North Central Trail.

Why were certain trails not included?

Hiking Route: The hiking route utilizes the route of the North Country National Scenic Trail, which is a major partner to accomplish Michigan's Iron Belle Trail. Out of the 7 states through which the North Country National Scenic Trail traverses, Michigan contains the longest section, making this trail a natural choice for the hiking route of Michigan's Iron Belle Trail. *Biking Route:* Starting at Belle Isle, the bicycle route also focused on existing facilities with opportunities to make logical trail connections. The bicycling route starts on the east side of the state through a network of developed trails, with the goal of connecting with one of Michigan's longest state rail trails: the North Central State Trail from Gaylord to Mackinaw City. As planning moves forward and the primary routes are finalized, there will be many opportunities for other communities to plan trail connections to the main routes. Ultimately, the trail will become an interconnected facility, celebrating a "Pure Michigan" experience with connections to many communities throughout Michigan.

How much of the trail has been completed?

More than 60% of the both trail routes (bicycling and hiking) are already completed, and partners are working to establish temporary connectors which will be made permanent as resources become available. Federal, state and local units of government are working to complete the trail by acquiring trail easements from willing sellers.

Who sets the rules/use guidelines for the trail?


Since Michigan's Iron Belle Trail comprises numerous smaller, existing trails, the use and rules are determined by the managing authority for each section of trail. In other words, different sections of the trail have different rules. Michigan DNR is working to compile a list of contact information and/or websites for all of the partners who manage sections of trail. If you have questions about use on a particular section of trail, please contact the local managing authority. In most cases, an online search will help determine who manages a trail.

Why was the trail in my community not included in the route of Michigan's Iron Belle Trail?

Hiking Route: The hiking route of Michigan's Iron Belle Trail utilizes the route of North Country National Scenic Trail, which is a major partner in this statewide endeavor. Of the 7 states through which North Country National Scenic Trail traverses, Michigan contains the most miles, making it a natural choice for Michigan's Iron Belle Trail to lie along this existing route. This allows the trail to use existing infrastructure as much as possible, keeping costs down and drawing attention to other trails. The national recognition of North Country National Scenic Trail will bring additional attention to Michigan's Iron Belle Trail and Michigan's entire trail system. *Biking Route:* Starting at Belle Isle, the

bicycle route was also created with the goal of using existing trails and making logical trail connections to provide a statewide route. The bicycling route follows the east side of the Lower Peninsula, weaving through a network of developed trails with the goal of connecting with one of Michigan's longest state rail-trails: North Central State Trail from Gaylord to Mackinaw City.

If my community/trail isn't part of the trail, how can we get involved?

As planning for Michigan's Iron Belle Trail moves forward and the primary hiking and bicycling routes are identified and developed, there will be opportunities for other communities to plan trail connections to the initial trail routes. Ultimately, the trail will become an interconnected facility, celebrating a "Pure Michigan" experience with connections to many communities throughout Michigan. A community toolkit will eventually be made available for communities along the trail (and other communities who wish to be involved) to take advantage of this statewide economic driver. Watch for details at www.michigan.gov/dnrtrails and make sure to sign up for email updates by clicking the red envelope. 

How do trail users cross between the Upper Peninsula and Lower Peninsula?

Pedestrians and bicyclists have the option of crossing the Mackinac Bridge or taking a ferry to Mackinac Island.

Ferry to Mackinac Island: Ferries are available in both the Lower Peninsula (Mackinaw City) and the Upper Peninsula (St. Ignace). This option allows users to walk/bike around the island on M-185 and enjoy the natural, cultural and historic resources at this classic Michigan tourism destination. The Mackinac Island Ferry service takes approximately 25 minutes from dock to dock, but is only provided at scheduled times. Visit www.mackinacisland.org/transportation for schedules and prices of available ferry services.

Mackinac Bridge Authority transport services: Pedestrians and bicyclists are not allowed to cross the Mackinac Bridge on foot or bike except on the [Labor Day Bridge Walk](#) (Sept. 7, 2015). Any other time of year, users can cross the bridge 24/7 with [Mackinac Bridge Authority's transport services](#). The fee is \$5 per bicycle (includes one person per bike); \$3.50 for a pedestrian to ride in a Mackinac Bridge Authority vehicle. For northbound users, there is a phone at the south end of the bridge. Instructions for using the phone are posted in the phone box. For southbound users, please visit our service window in the administration building on the north end of the Mackinac Bridge on the east side of the toll plaza. Transport service is provided on an as-needed basis, and service is normally provided within ½ hour of the call.

When will the trail be ready for use?

The Department of Natural Resources has begun planning for a summer 2015 opening of significant portions of the trail. This statewide trail will be similar to the North Country National Scenic Trail, which opened with temporary connectors that were made permanent as resources became available. As of January 2015, 69% of the hiking route and 64% of the bicycling route are complete.

What's next for Michigan's Iron Belle Trail?

- The DNR is planning to hold an opening ceremony in summer 2015, and to work with communities along the trail to hold additional local events as trail segments are completed.

- DNR staff are working with boy scout troops to arrange a day during which the entire length of the trail will be hiked, with each troop hiking a different section.
- Michigan Trails Week will be another important event in the timeline of Michigan's Iron Belle Trail. This weeklong celebration of Michigan's trail system takes place Sept. 19-26, 2015 and Michigan's Iron Belle Trail will be included in these efforts.
- In the coming months, Michigan DNR will release a toolkit of digital resources for communities to take advantages of the many benefits of this statewide trail, and to support the effort. Resources will include a logo and terms of use, a press release template for local ribbon-cutting events, standardized language for referencing Michigan's Iron Belle Trail and trail signage guidelines.
- The DNR will also compile a contact list of key individuals in other communities, as well as contacts within partner organizations who can support local efforts.
- Learn more about Michigan's trails at www.michigan.gov/dnrtrails. You can also sign up for email updates by clicking the red envelope.

[About](#)[Our Work](#)[Events](#)[Resources](#)

Donate

Help us make Detroit a better city for biking & trails

[More Info](#)

Iron Belle Trail

We have been working with the [Michigan DNR](#) and [Michigan Trails and Greenways Alliance](#) to develop the **Iron Belle Trail** from Belle Isle in Detroit to [Ironwood, Michigan](#) on the Wisconsin border.

A couple weeks after riding on the Dequindre Cut, Michigan Governor Rick Snyder announced plans for a cross-state biking and walking route originally called the Showcase Trail.

After further work, the DNR decided to designate two routes:

- **Red Route:** 774 miles. This has more developed trail/road surfaces suitable for bike touring. Portions in the Upper Peninsula are on paved road shoulders.
- **Blue Route:** 1,259 miles. This includes more rustic, off-road paths that take advantage of the North Country National Scenic Trail, especially north of Kalamazoo. Some portions of the Lower Peninsula trails and most of the Upper Peninsula trails are closed to bicycles.

We assisted with both routes as they come off Belle Isle. Within Detroit, both routes will cater to those on foot or bicycles.

Generally speaking, the Red route comes off the island, goes west then north on the proposed RiverWalk and Beltline Greenway. It then turns east on Kercheval to St. Jean, which is also the Conner Creek Greenway. It follows the Greenway across Eight Mile Road and into Warren. The Blue route follows the RiverWalk towards the Ambassador Bridge, goes through MexicanTown and takes W. Vernor west before crossing the Rouge River on the Fort Street Bridge. The DNR has [an interactive map on-line](#).

When will it be done?



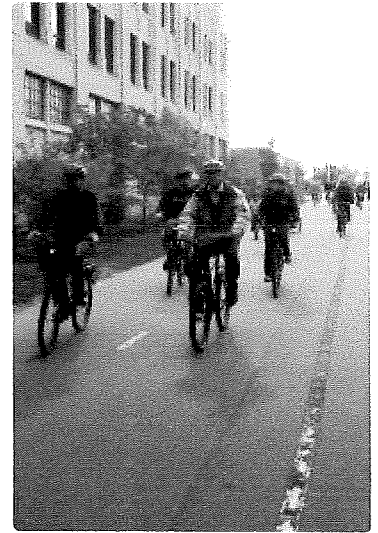
There's no clear answer on that. Both trails are about 60% completed today. The percentage is much higher in Detroit. The missing segments include:

- The RiverWalk connection to the MacArthur Bridge to Belle Isle
- The Beltline Greenway
- The Conner Creek Greenway on Van Dyke (Construction in 2015)
- RiverWalk near Chene Park (Construction in 2014 and 2015)
- RiverWalk between Joe Louis Arena and 1801 W. Jefferson.
- On-road biking improvements to Woodmere, Fort Street and Schaefer

The trail would likely get re-routed onto an abandoned Michigan Central rail corridor between the RiverWalk and Bagley in the future.

More information

- [Michigan's Iron Belle Trail, DNR](#)
- [North Country Trail Association](#)



Leave a Reply

Your email address will not be published. Required fields are marked *

Comment

Name *

Email *

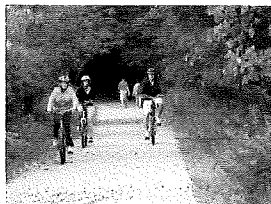
Website

Post Comment

Hiking, biking route from Belle Isle to U.P. named Iron Belle trail

By David Runk, Associated Press

Published 11:17 a.m. ET Jan. 26, 2015 | Updated 11:48 p.m. ET Jan. 26, 2015



(Photo: Michigan Department of Natural Resources)

A new hiking and bicycling trail stretching hundreds of miles through Michigan will officially be called Michigan's Iron Belle Trail, officials announced Monday.

The trail will run from Belle Isle Park in Detroit to Ironwood in the western Upper Peninsula along the border with Wisconsin. Michigan Department of Natural Resources (<http://www.michigan.gov/dnr/trails>) Director Keith Creagh said in a statement the name "effectively captures the beauty and strength of our state's exceptional natural and cultural resources."

The DNR last year accepted name suggestions for the trail as part of a contest; more than 8,800 ideas were received.

Related: [See the full map of the trail \(/graphics/dnr-trail-map-DRAFT-081314.pdf\)](#)

Buy Photo



MICHIGAN'S IRON BELLE TRAIL

The hiking, biking route from Belle Isle Park in Detroit to Ironwood along the Wisconsin border will consist of existing trails and future connectors.

SOURCE: Michigan Department of Natural Resources

(Photo: Martha Thierry, Detroit Free Press)

Portions already are open in Michigan's Lower and Upper peninsulas, with additional segments planned to debut this year. The Parks and Recreation Division of the DNR, as well as other partners, is seeking private and public funding to secure and develop trail corridors.

"The hard work and thoughtful vision that have for years gone into Michigan's existing trail system and future connectors help to lay the groundwork for completion of this important cross-state trail," Creagh said.

Proposed by Gov. Rick Snyder in 2012, the trail will provide a 1,259-mile hiking route and a 774-mile bicycling route. A large portion of it follows the existing North Country National Scenic Trail, which runs from the New York-Vermont border to central North Dakota.

Name Michigan's great new trail

(<http://www.freep.com/story/news/local/michigan/2014/09/21/michigan-name-trail-contest/15984131/>)

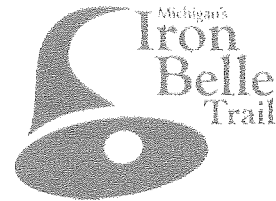
Creagh picked the name based on recommendations from a committee that includes partners on the project: The Michigan Trails Advisory Council, the Michigan Economic Development Corp, the Michigan Recreation and Park Association and the Michigan Trails and Greenways Alliance.

The trail-naming contest took place in September and October, with entries submitted via online survey, Facebook and on paper. Three contest winners were selected in a random drawing.



Michigan's Iron Belle Trail
**2017 IRON BELLE
PROJECT PROPOSAL**

DUE DATE: January 9, 2017



Focus of the round III funding program is on trail segments prepared to go into construction in 2016, continued support of the engineering & design and purchase of Iron Belle Trail signage. **THIS IS A REIMBURSEMENT GRANT PROGRAM.**

MICHIGAN'S IRON BELLE TRAIL FUNDING CRITERIA:

All projects will meet Americans with Disabilities Access requirements.

All projects on the bicycle route will use AASHTO design standards (in certain cases reduced width is allowed. Requests will be reviewed on a case by case basis.)

Applicants will be Local Units of Government or an established Trail Authority or eligible non-profits on the Iron Belle Routes Trail segment is on the proposed trail route (map available on request).

Applicants will have site control (after planning, if route is being determined) and will be the manager of the trail segment that funding is applied for.

ELIGIBLE SCOPE ITEMS: engineering/design assistance, development costs and trail signage

Unit of Gov't/Trail Authority: Charter Township of Van Buren, **Project Contact:** Jennifer Wright **Date:** November 16, 2016

Address: 46425 Tyler Road **Phone#:** 734-699-8921 **E-mail:** jawright@vanburen-mi.org **Fed ID #:** 38-6007135

PROJECT LOCATION:

Wayne /Van Buren County/Township, 3 south, range 8 East Township-Range-Section(s)

ATTACH PROJECT LOCATION MAP

12th Congressional District, 21st State House District, 6th State Senate District

PROJECT DESCRIPTION:

Provide a brief description of the project being proposed (continue on back of sheet if necessary):

See Attachment A and B

PROJECT SITE CONTROL:

Applicants Interest in the projects site is/will be: Fee Simple, X Easement, Lease, Agreement

Other- Describe: Van Buren Township owns French Landing Park and will conduct planning on behalf of Wayne County Road Commission- Owner of E. Huron River Road ROW.

PROJECT COST ESTIMATE:

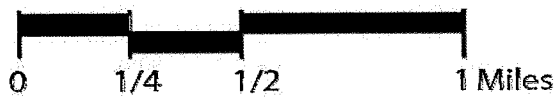
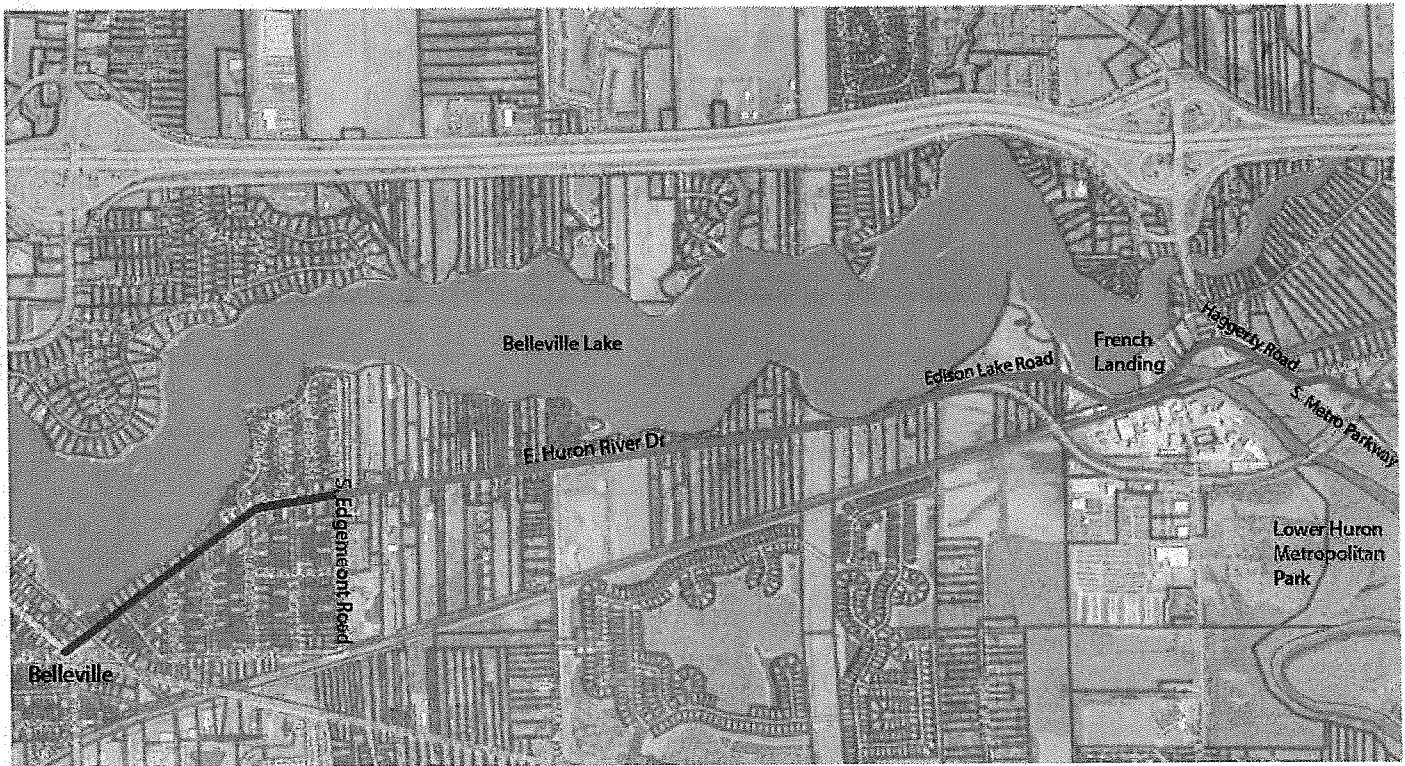
Project Element	Cost	Project Element	Cost
<u>A. Site Reconnaissance</u>	<u>\$3,000</u>	<u>C. Easement Assessment/Engagement</u>	<u>\$10,000</u>
<u>B. Planning for Path Layout</u>	<u>\$12,000</u>	<u>D. Easement Documentation</u>	<u>\$5,000</u>
		TOTAL COST	<u>\$30,000</u>

PROJECT MATCH: \$10,000 / **SOURCE:** In-kind services
(Funds, In-kind services (type/value))

Return completed form to:

Melissa Buzzard buzzardm@michigan.gov If you experience problems with electronic submission please call: 517-284-6082

Van Buren Township Trail -Iron Belle Trail Project



Legend

- Proposed Preliminary Engineering by Van Buren Township
- Existing Trail
- Planned by the Huron-Clinton MetroParks system

S Edgemont St. to Alden Road

- Site Reconnaissance
- Preliminary Planning for Path Layout
- Easement Assessment and Property Owner Engagement
- Easement Documentation



Key Map

Attachment 'A'

Van Buren Township Trail Project Location Map

S Edgemont Road to Huron-Clinton Metro-Parks system

1/7/16



Attachment 'B'

Project Description

This project will provide preliminary engineering for the Iron-Belle Trail in Van Buren Township for approximately 2.5 miles following the Huron River Drive and Edison Lake Road Right-of-ways from the Bellville downtown district to Haggerty Road. Here, the route turns south along the Haggerty Road right-of-way to connect with Lower Huron Metropolitan Park. The Huron-Clinton Metroparks system is planning to extend the trail from this location through the park. This project will significantly advance the completion of a challenging gap in the Iron Belle Trail while making an important connection between Bellelville, French Landing Park and the Lower Huron Metropolitan Park.

Scope of Services

A. Site Reconnaissance

Conduct on-site reconnaissance and gather existing planning documents, tax maps and County GIS maps as needed to conduct the planning initiative.

B. Preliminary Planning for Path Layout

Utilizing the information collected during site reconnaissance, develop a preliminary layout plan for a 5' wide (minimum) walkway along Michigan Avenue. Following review and input by Wayne County Road Commission, the plan will be further developed.

Prepare design development drawings for review by project stakeholders and adjacent property owners. The drawings will include, but not be limited to the following plans:

1. Cover Sheet
2. Path Layout
3. Proposed Easements (if any)
4. Preliminary notes and details for retaining walls, barriers, pavement, boardwalk, etc.

C. Easement Assessment and Property Owner Engagement

Prepare preliminary property easement diagrams for each individual private property where easements are necessary and engage the property owners to obtain the easements.

D. Easement Documentation

Prepare final easement documentation based on agreements reached with the property owners. These documents and the preliminary layout plan will be the basis to develop construction documents.

Charter Township of Van Buren

Agenda Item _____

REQUEST FOR BOARD ACTION

WORK STUDY: MAY 15, 2017
BOARD DATE: MAY 16, 2017

New Business X	Unfinished Business	Public Hearing	Consent Agenda
ITEM (SUBJECT)	Consider approval of PEA Inc., proposal for engineering and landscape architectural services for a segment of the Iron Belle Trail through Van Buren Township and have the Supervisor and Clerk execute the agreement.		
DEPARTMENT	Parks & Recreation		
PRESENTER	Director Jennifer Wright		
PHONE NUMBER	734-699-8921		
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Deputy Director Jennifer Zaenglein		

Agenda topic

ACTION REQUESTED

Consider approval of PEA Inc., proposal for engineering and landscape architectural services for a segment of the Iron Belle Trail through Van Buren Township and have the Supervisor and Clerk execute the agreement.

BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)

The State of Michigan Department of Natural Resources \$30,000 grant will be used for engineering and landscape architectural services for a segment of the Iron Belle Trail through Van Buren Township. This is a unique company as PEA Inc, has been the sole source provider for the Iron Belle Trail. PEA has also been the consultant of choice for the Michigan Trails and Greenways Alliance and has assisted in the engineering for Iron Belle Trails throughout Michigan. This first segment will extend from Lower Huron Metro Park to Edgemont Street. The 2.5 mile route will follow E. Huron River Drive, Edison Lake Road and Haggerty Road. A Norfolk Southern Railroad crossing is required on Haggerty Road. Preliminary planning suggests that approximately five easements over private properties will be necessary to complete the project. PEA Inc, will assist the Township in developing preliminary plans and easement documentation services.

BUDGET IMPLICATION None

IMPLEMENTATION NEXT STEP PEA proposes to begin work on this project upon notice and complete the work by the end of December 2017

DEPARTMENT RECOMMENDATION Approved

COMMITTEE/COMMISSION RECOMMENDATION

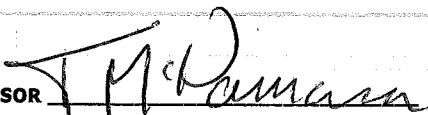
At the April 11, 2017 Recreation Committee Meeting the committee approved of PEA Inc. for engineering and landscape architectural services for The Iron Belle Trail

ATTORNEY RECOMMENDATION See attachment

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

ADDITIONAL REMARKS

APPROVAL OF SUPERVISOR





Civil Engineers | Land Surveyors | Landscape Architects

experienced. responsive. passion for quality.

Branch Office: 7927 Nemco Way, Suite 115 • Brighton, MI 48116
t: 517.546.8583 • f: 517.546.8973 • www.peainc.com

April 14, 2017

PEA Proposal No: PR17-229

via email: JAWright@vanburen-mi.org

Ms. Jennifer Wright
Director of Parks and Recreation
46425 Tyler Road
Van Buren Township, MI 48111

**RE: Iron-Belle Trail
Proposal for Engineering and Landscape Architecture Services
Van Buren Township, Wayne County, Michigan**

Dear Ms. Wright:

PEA, Inc. is pleased to provide this proposal for engineering and landscape architectural services for a segment of the Iron Belle through Van Buren Township.

Project Description

It is our understanding that Van Buren Township has received funding from the Department of Natural Resources for design and engineering services for a portion of the Iron Belle Trail that extends from Edgemont Street in Belleville to Metropolitan Parkway. The route will follow E. Huron River Drive, Edison Lake Road and Haggerty Road. A Norfolk Southern Railroad crossing is required on Haggerty Road. Preliminary planning suggests that approximately five easements over private properties will be necessary to complete the project. PEA will assist the Township in developing preliminary plans and easement documentation services as outlined below.

Scope of Services

A. Site Reconnaissance

PEA will conduct on-site reconnaissance and gather existing planning documents, tax maps and County GIS maps as needed to conduct the planning initiative.

B. Preliminary Planning for Path Layout

Utilizing the information collected as outlined in Element A, PEA will develop a preliminary plan for the overall path layout. This plan will be provided to Van Buren Township for review and input. PEA will revise the plan as necessary.

C. Easement Assessment and Property Owner Engagement

PEA will prepare preliminary property easement diagrams for each individual private property where easements are necessary and assist Township Officials in engaging the property owners to obtain the easements. This effort includes communication with Norfolk Southern Railroad regarding the non-motorized crossing on Haggerty Road.

D. Easement Documentation

PEA will prepare final easement documentation based on agreements reached with the property owners. These documents and the preliminary layout plan will be the basis to develop construction documents.

Fee Schedule

PEA proposes to provide the above referenced services on an hourly basis in accordance with our standard hourly rates indicated in "Attachment A" with maximum amounts for each task as indicated below.

Site Reconnaissance	\$ 4,000.00
Preliminary Planning for Path Layout	\$ 9,400.00
Easement Assessment and Property Owner Engagement	\$ 7,900.00
Easement Documentation	\$ 6,700.00

Project Schedule

PEA proposes to begin work on this project upon your notice to proceed and complete the work by the end of December, 2017.

Additional Services

PEA can provide a scope and fees for the following services upon request:

- Construction Documents
- Bidding and Construction Administration
- Additional Survey and Easement Services
- Record Drawings
- ALTA | ACSM Land Title Survey
- Any other services and/or revisions not specifically described in the Scope of Services herein.

Assumptions and Understandings

The following assumptions and understandings apply to this project:

- Appraisal services are not included as part of this project.
- Fees are based on approximately 5 easement negotiations.
- Topographic surveys are not included as part of this project.
- Boundary surveys are not included as part of this project.
- PEA assumes the scope of work will be limited to the area within the right-of-way or area immediately adjoining the right-of-way.
- All work shall be performed in accordance with the standard terms and conditions indicated on the attached Hourly Rate Schedule.

We thank you for the opportunity to submit this proposal. When signing this proposal, Van Buren Township understands and accepts the fact that payment for services rendered is due within 30 days of the date of our invoice. Van Buren Township agrees that payments to PEA are not subject to local or state agency approvals, permit acquisitions, third party agreements, project financing, or closings. If this proposal is acceptable to you, please sign below and return one copy.

Sincerely,

PEA, Inc.



Sam B. Lovall, PLA, ASLA
Senior Project Manager

Enclosure: Exhibit "A"

Van Buren Township
Signatory is responsible for payment

By:

Printed _____

Name: _____

Title: _____

Dated: _____

Email: _____

Phone: _____



EXHIBIT "A"

HOURLY RATE SCHEDULE FOR PROFESSIONAL SERVICES

(Hourly Rate Schedule is subject to annual increases)

3 PERSON SURVEY CREW.....	\$180.00	SENIOR PROJECT MANAGER.....	\$145.00
2 PERSON SURVEY CREW.....	158.00	PROJECT MANAGER.....	140.00
1 PERSON SURVEY CREW.....	125.00	PROJECT COORDINATOR.....	130.00
SENIOR LANDSCAPE ARCHITECT.....	110.00	SENIOR PROJECT SURVEYOR/ENGINEER.....	125.00
LANDSCAPE ARCHITECT.....	100.00	PROJECT SURVEYOR/ENGINEER.....	120.00
LANDSCAPE DESIGNER IV.....	95.00	SENIOR STAFF SURVEYOR/ENGINEER.....	105.00
LANDSCAPE DESIGNER III.....	90.00	PROJECT DESIGNER II.....	125.00
LANDSCAPE DESIGNER II.....	85.00	PROJECT DESIGNER I.....	95.00
LANDSCAPE DESIGNER I.....	65.00	STAFF ENGINEER III.....	100.00
SURVEY/ENGINEERING TECHNICIAN IV.....	98.00	STAFF ENGINEER II.....	95.00
SURVEY/ENGINEERING TECHNICIAN III.....	88.00	STAFF ENGINEER I.....	90.00
SURVEY/ENGINEERING TECHNICIAN II.....	78.00	STAFF SURVEYOR III.....	95.00
SURVEY/ENGINEERING TECHNICIAN I.....	67.00	STAFF SURVEYOR II.....	90.00
CAD TECHNICIAN III.....	80.00	STAFF SURVEYOR I.....	85.00
CAD TECHNICIAN II.....	75.00	CONSTRUCTION OBSERVER.....	65.00-98.00
CAD TECHNICIAN I.....	70.00	ADMINISTRATIVE SERVICES.....	55.00

Troxler Nuclear Density Meter \$50/day + Operator's Time
Expert Testimony and/or Depositions 50% added to Hourly Rate Schedule

REIMBURSABLE EXPENSES

The following expenses, when incurred in direct connection with the Project, will be charged at the rate shown:

Transportation, lodging and subsistence for out-of-town travel.....	Cost + 10% Administration Fees
Photographs, shipping and express delivery charges, and Project related purchases.....	Cost + 10% Administration Fees
Vehicle Mileage from PEA offices, exceeding a 30-mile radius will be charged at.....	\$0.65 per Mile
Obtain Subcontractors/Subconsultants to perform specialty work.....	Their Fee + 15% Administration Fees
Printing and reproduction.....	Commercial Rates
Application Fees.....	Cost + 10% Administration Fees

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE I - AGREEMENT. This Agreement between the parties identified herein consists of the terms in the "Standard Agreement for Professional Services", the Hourly Rate Schedule and the Proposal. PEA refers to Professional Engineering Associates, Inc., which includes all Departments of PEA. CLIENT refers to person or entity with which PEA has contracted to perform professional services. Project refers to the scope of services outlined in the Proposal. PEA agrees not to begin work until the Proposal Exhibit "A" is executed by both parties.

ARTICLE II - SCOPE OF SERVICES. PEA's professional services under this Agreement extend only to those services specifically described in the Proposal. Other services will be considered as Additional Services. Should changes be made in the plan or phasing or implementation of the plan following initiation of the effort included within the scope of work, the CLIENT accepts that the extra effort and expenses necessary due to these changes will be treated as Additional Services. If upon the request of the CLIENT, PEA agrees to perform Additional Services, then CLIENT agrees to pay PEA for the performance of such Additional Services in accordance with the Hourly Rate Schedule. PEA will not accrue fees for Additional Services without further authorization from the Client. All meetings and/or site visits requested beyond the maximum number indicated in the Scope-of-Work shall be billed on a Time and Material basis as Additional Services based on the Hourly Rate Schedule for Professional Services.

PEA may incorporate "Performance Specifications" as a component of Construction Documents. Performance Specifications rely upon a statement of systems, equipment and/or materials to be incorporated into the project in terms of required results, without mandating specific means for achieving the required results. Performance Specifications establish minimum standards which must be met by defining the functional requirements, the operating conditions and/or environment in which it must operate and/or related matters such as general standards which must be satisfied, warranty requirements, etc. Where performance specifications are used, they will be identified as such.

Where Performance Specifications are used, the Contractor, Subcontractors, Manufacturer and/or Supplier of the materials or equipment to be furnished assume design responsibility and liability for the applicable systems, equipment or materials. The Contractor, their Subcontractors, and others who actually manufacture and

supply the items will be the sole parties liable to the CLIENT for loss or damage caused by defective or deficient design, manufacture or performance. PEA's shop drawing review is strictly to determine that manufactures and suppliers have referenced the appropriate operating conditions and environment.

If PEA's services are delayed or suspended in whole or in part by CLIENT, act of God or other reason beyond PEA's control, or if PEA's services are extended by Contractor's actions or inactions for more than 90 days through no fault of PEA, PEA shall be entitled to equitable adjustment of rates and amounts of compensation and extension of deadline provided for elsewhere in this Agreement to reflect reasonable costs incurred by PEA in connection with, among other things, such delay or suspension and reactivation.

ARTICLE III – CONFIDENTIALITY. PEA shall maintain as confidential such information obtained from CLIENT or developed as part of the Services as CLIENT expressly designates in writing as confidential. This obligation shall not apply to information which is or comes into the public domain or which PEA is required to disclose by law or order of a court, administrative agency or other legal authority. Unless otherwise agreed, PEA may use and publish CLIENT'S name and a general description of the Services in describing PEA's experience to other CLIENTS or potential CLIENTS.

ARTICLE IV – STANDARD OF CARE. PEA shall perform or furnish professional engineering and related services as outlined in the Proposal for all phases of the Project to which this Agreement applies. PEA may employ Consultants, as PEA deems necessary to assist in the performance or furnishing of the services. PEA will assist the CLIENT in preparing applications and supporting documents for the CLIENT to secure permits and approvals from agencies having jurisdiction over the Project. The CLIENT agrees to pay all application and review fees. PEA shall perform the Services with the care and skill ordinarily exercised by members of PEA's profession practicing in the same locality under similar conditions. PEA makes no other warranty or guarantee, express or implied, in connection with this Agreement, the performance of the services or in any report, opinion or other document developed as part of the Services.

PEA and CLIENT shall comply with applicable Laws or Regulations. This Agreement is based on these requirements as of the Proposal date. Changes to these requirements after the Proposal date of this Agreement may be the basis for modifications to CLIENT'S responsibilities or to PEA's scope of services, times of performance, or compensation.

Information Provided by Others: Where PEA indicates to the CLIENT the information needed for rendering of services hereunder, the CLIENT shall provide PEA such information as is available to the CLIENT and the CLIENT'S Consultants and Contractors, and PEA shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for PEA to assure the accuracy, completeness and sufficiency of such information including aerial surveys, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold PEA harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT or its agents or contractors to the PEA.

In consideration of the benefits to the CLIENT of employing the "fast track process" (in which some of PEA's design services overlap the construction work and are out of sequence with the traditional project delivery method), and in recognition of the inherent risks of fast tracking to PEA, the CLIENT agrees to waive all claims against PEA for design changes and modifications of portions of the work already constructed due to the CLIENT'S decision to employ the "fast track process".

CLIENT shall be responsible for, and PEA may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to PEA pursuant to this Agreement.

ARTICLE V – SITE ACCESS, SUBSURFACE HAZARDS AND SITE DATA. CLIENT shall provide PEA with lawful access to the site(s) where the services are to be performed. CLIENT shall defend PEA from any challenge to such right-of-entry and shall indemnify and hold PEA harmless from any claims of trespass which may occur and all costs and attorneys' fees incurred by PEA as a result of any such claim. PEA will take reasonable measures to minimize damage to the site and disruption resulting from operations thereon; however, CLIENT acknowledges that certain procedures may cause some damage to land or disruption (i.e., soil borings, test pits, surveying, etc.), the correction of which shall not be PEA's responsibility unless otherwise agreed to by the parties. CLIENT shall supply PEA with information available in CLIENT'S file on the existence and location of underground utilities, structures and other hazards, including hazardous wastes or hazardous substances, at any site where the services are to be performed. PEA shall be entitled to rely on the accuracy and completeness of information furnished by others (including location of underground utilities and data on subsurface conditions) and will not conduct independent evaluation thereof unless specified in the scope of services. PEA shall not be liable for damage to underground utilities or structures not disclosed in writing to PEA.

In accepting this Agreement for consulting services, it is acknowledged by both parties that PEA's scope of services does not include any services related to a Hazardous Environmental Condition. In the event PEA or any other party encounters a Hazardous Environmental Condition, PEA may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable Laws and Regulations.

ARTICLE VI – BILLING, PAYMENTS AND COLLECTION. Unless otherwise agreed, CLIENT shall pay for the Services in accordance with PEA's Proposal and this Agreement.

Retainage – Should the client be required to make an initial payment (Retainer) as indicated in the Proposal this retainer shall be held by PEA and applied against the final invoice. PEA reserves the right to apply the retainer to invoices that are past due upon which occurrence the CLIENT agrees to reinstate the retainer prior to PEA resuming work.

Invoicing – Progress invoices will be submitted to the CLIENT approximately once a month and a final bill will be submitted upon completion of the services. Invoices shall be considered PAST DUE if not paid within 30 calendar days of the invoice date. CLIENT agrees that the periodic billing from PEA to CLIENT are correct, conclusive, binding on CLIENT and due and payable in full unless CLIENT, within 10 calendar days from the date of receipt of such billing, notifies PEA in writing of alleged inaccuracies, discrepancies, or errors in billing. Any portion of the invoice not included in the notification shall be paid within 30 days of receipt of the invoice. It is agreed that all invoices 30 days past due cannot be contested. Payments shall also be received directly from the CLIENT with no delay due to any third party agreements.

Late Fees – If payment is not received by PEA within 30 calendar days of the invoice date, the CLIENT shall pay interest on the PAST DUE amount at the rate of 18% per annum (for business entities) or 7% per annum (for individuals), as the case may be. Payment thereafter shall first be applied to costs of collection, then to interest and then to the unpaid contract amount.

Collection Costs – CLIENT shall pay to PEA all costs of collection (including the costs and fees of both in-house and outside counsel), whether or not an action or other proceeding is commenced. In the event legal action is necessary to enforce the payment provisions of this Agreement, PEA shall be entitled to collect from the CLIENT any judgment or settlement sums due, reasonable attorney's fees, court costs and expenses incurred by PEA in connection therewith and, in addition, the reasonable value of PEA's time, consultant's fees, and expenses spent in connection with such collection action, computed at PEA's prevailing Hourly Rate Schedule and expense policies.

Suspension of Services – If the CLIENT fails to make payment when due or otherwise is in breach of this Agreement, then PEA may, in addition to its other rights and remedies hereunder and under applicable law, terminate or suspend performance of services upon 7 calendar days' notice to the CLIENT. PEA shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of this Agreement by the CLIENT. Failure to make payment within 60 days of invoice date shall constitute a release of PEA from any and all claims which CLIENT may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

Lien Rights – PEA hereby notifies CLIENT that it intends to utilize all available lien rights it may have in connection with its provision of services under this Agreement. In order to perfect any construction lien in favor of PEA, CLIENT agrees to provide, if applicable, any Notice of Commencement, or any other notice required by the Michigan Construction Lien Act, MCL 570.00 et seq. The CLIENT agrees that the services by PEA are considered property improvements and the CLIENT waives the right to any legal defense to the contrary.

ARTICLE VII – LIMITATION OF LIABILITY. It is expressly agreed that the CLIENT's maximum recovery against PEA relating to the professional services performed hereunder, whether in contract, tort, or otherwise, is the amount of PEA's fee and that an award of damages not to exceed such fee is CLIENT's sole and exclusive remedy against PEA. Under no circumstance shall PEA be liable for client's loss of profit, delay damages, or for any special, incidental, or consequential loss or damage of any nature arising at any time or from any cause whatsoever. Where PEA's fee exceeds \$250,000 CLIENT's maximum recovery against PEA will not exceed \$250,000.

ARTICLE VIII – INDEMNIFICATION. Subject to Article VII above, PEA shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, employees, consultants and its agents from and against any and all costs, losses, and damages (including but not limited to all actual and reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of PEA or PEA's officers, directors, partners, employees, consultants, contractors or agents, in the performance and furnishing of PEA's services under this Agreement.

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless PEA, PEA's officers, directors, partners, employees, consultants and its agents, from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT'S officers, directors, partners, employees, consultants, contractors or agents, with respect to this Agreement or the Project.

To the fullest extent permitted by law, PEA's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of PEA and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that PEA's negligence bears to the total negligence of CLIENT, PEA, and all other negligent entities and individuals.

In addition to the indemnity provided in this Agreement, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless PEA and its officers, directors, partners, employees, consultants and its agents, from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom.

ARTICLE IX – WORKSITE SAFETY / PEA SITE VISITS. PEA will comply with CLIENT'S reasonable rules and regulations governing PEA's activities on CLIENT'S premises to the extent that the same are provided to PEA prior to the start of the Services. PEA will be responsible only for the on-site activities of its employees.

If the Services include site visits, for example, to monitor construction activities for compliance with plans and specifications, the parties agree that PEA shall assume no responsibility or authority for supervision or control over any Contractor's work or worksite safety, shall have no right to stop the work and shall have no responsibility or authority for the means, methods, techniques, sequencing or procedures of construction. The CLIENT agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the CLIENT'S agreement with the General Contractor. The CLIENT also agrees that the CLIENT, PEA and consultants shall be indemnified and shall be listed as additional insureds under the General Contractor's General Liability Insurance Policy.

PEA shall not be responsible for the acts or omissions of any Contractor(s), Subcontractor or Supplier, or of any of the Contractor's agents or employees or any other persons (except PEA's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by CLIENT without consultation and advice of PEA. PEA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with the Contract Documents.

ARTICLE X – CONSTRUCTION PHASE SERVICES.

Should CLIENT provide Construction Phase services with either CLIENT'S representatives or a third party, PEA's basic services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in the attached Proposal.

Under these conditions it is understood and agreed that PEA's basic services under this Agreement do not include project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by CLIENT. CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against PEA that may be in any way connected thereto.

Should the CLIENT or CLIENT'S representative encounter a conflict during construction between plans and specifications or field inspection, either among themselves or with the requirements of any and all reviewing and permit-issuing agencies, CLIENT shall seek clarification in writing from PEA before commencement of construction. Failure to do so shall relieve PEA from any and all liability resulting in this matter.

ARTICLE XI – REUSE OR ALTERATION OF DOCUMENTS. Documents prepared by PEA are instruments of its services and PEA retains all common law, statutory and other reserved rights, including copyright. Subject to the timely payment and performance by CLIENT of its obligations hereunder, PEA grants to CLIENT a limited license to use such document in connection with the Project.

Reuse of Documents: All documents, including but not limited to the calculations, drawings, and specifications prepared by PEA pursuant to this Agreement, whether in hard copy or machine readable form, are related exclusively to the Projects described herein. No documents prepared by PEA pursuant to this Agreement are intended or represented to be suitable for use by the CLIENT or others on extensions of this current Project, or for reuse in any other location.

Further, in the event that PEA's services under this Agreement are terminated for any reason prior to completion of the services described herein, then PEA shall not be responsible for any incomplete documents. Any continued use of PEA's documents on this Project, whether in hard copy or machine readable form, or any use on any other location, with or without any changes or adaptations, made after termination of PEA prior to completion of PEA's services according to this Agreement will be at the CLIENT'S sole risk and without liability or legal recourse to PEA; and the CLIENT shall indemnify and hold PEA harmless from all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting therefrom.

The CLIENT recognizes that changes or modifications to PEA's instruments of professional service introduced by anyone other than PEA may result in adverse consequences that PEA can neither predict nor control. Therefore, in consideration of PEA's Agreement to deliver its instruments of professional service in machine-readable form, the CLIENT agrees, to the fullest extent permitted by law, to hold harmless and indemnify PEA from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected in the modification, misinterpretation, misuse, or reuse by other of the machine readable information and data provided by PEA under this Agreement. The foregoing indemnification applies to any use of the Project documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by PEA.

Ownership and the right to exclusive possession of all documents, including but not limited to reports, letters, applications, drawings, and specifications, prepared by PEA pursuant to this Agreement whether in hard copy or machine readable form, belong to PEA until payment has been made in full by CLIENT pursuant to either the Fixed Fee Agreement or the Hourly Rate Agreement, as invoiced by PEA to CLIENT.

Photographs of any completed Project embodying the services of PEA provided hereunder may be considered as its property, and may be used in publications, marketing materials, and other literature prepared by or on behalf of PEA.

ARTICLE XII – PROGRESSION OF WORK. Neither CLIENT nor PEA shall be liable for any fault or delay caused by any contingency beyond its control including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, work performed out of sequence or demands or requirements of governmental agencies.

ARTICLE XIII – DISPUTE RESOLUTION – for Professional Liability

Mediation – Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of PEA's services, PEA may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

PEA and CLIENT shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be made by a written notice to the other party to this Agreement and to the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitrations or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties agree to split the mediator's fee and any filing fees equally. The mediation shall be held in a place where the Project is located, unless other location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

The parties agree to split the mediator's fee and any filing fees equally. The mediation shall be held in a place where the Project is located, unless other location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Arbitration – Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation.

Any claim, dispute and other matters in question between the parties that are not resolved by mediation shall be decided by binding arbitration which, unless the parties mutually agree otherwise, shall be conducted at the Southfield, Michigan, offices of the American Arbitration Association before a panel of three (3) arbitrators in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute,

or other matter in question has arisen. In no event shall the demand for arbitration be made more than one (1) year after the matter on which such demand is based first arose, or after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter is question would be barred by the applicable statute of limitations whichever is less. No claim or defense by CLIENT against PEA predicated on an allegation of professional negligence by PEA may be asserted unless accompanied by a written opinion by a duly licensed expert in PEA's field of expertise setting forth such expert's opinion that, considering all of the facts and circumstances evaluated by such expert, the acts or omissions of PEA materially deviated from the applicable industry standard of care. Such a written opinion shall be a condition precedent to filing or otherwise asserting any claim or defense predicated on professional negligence, and CLIENT's failure to include such an opinion with any such claim or defense shall entitle PEA to an immediate summary dismissal with prejudice of such claim or defense for failure to state a claim or defense upon which relief may be granted.

No arbitration arising out of or relating to the Project shall include, by consolidation or joinder or in any other manner, PEA, PEA's employees or consultants, except by written consent containing specific reference to the Agreement and signed by PEA, the CLIENT, the contractor and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the CLIENT, contractor and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the CLIENT or the contractor shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a claim not described therein or with a person or entity not named or described therein. The foregoing Agreement to arbitrate and other agreement to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Expense of Litigation – If litigation or arbitration related to the services performed is initiated against PEA by the CLIENT, its contractors, or subcontractors, and such proceeding concludes with the entry of a judgment or award favorable to PEA, the CLIENT shall reimburse PEA its reasonable attorney's fees, reasonable experts' fees, and other expenses related to the proceeding. Such expenses shall include the cost, determined by PEA's normal hourly billing rates, of the time devoted to the proceedings by PEA's employees.

ARTICLE XIV – SUSPENSION OF WORK. The CLIENT may suspend services performed by PEA with cause upon 7 days written notice. PEA shall submit an invoice for services up to the effective date of the work suspension and the CLIENT shall pay PEA all outstanding invoices within 14 days. If the work suspension exceeds 30 days from the effective work suspension date, PEA shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

ARTICLE XV – TERMINATION. The obligation to provide further services under this Agreement may be terminated by either party upon 7-calendar day's written notice. Upon receipt of notice of termination from CLIENT, PEA shall immediately cease work and take all reasonable steps to minimize costs relating to termination. In the event of any termination, PEA will be paid for all services rendered to the date of termination, all expenses subject to reimbursement hereunder and other reasonable expenses incurred by PEA as a result of such termination. In the event PEA's compensation under this Agreement is a Fixed Fee/Lump Sum, upon such termination the amount payable to PEA for services rendered will be determined using a proportional amount of the total fee based on a ratio of the amount of the work done, as reasonably determined by PEA, the total amount of work which was to have been performed, less prior partial payments, if any, which have been made.

ARTICLE XVI – SUCCESSOR, ASSIGNS. This Agreement shall be binding upon the parties and their respective successors and assigns. Neither party shall assign its interest in this Agreement without the prior written consent of the other.

PEA shall not be required to sign any documents, no matter by whom requested, that would result in PEA's having to certify, guarantee or warrant the existence of conditions whose existence that PEA cannot ascertain. CLIENT agrees not to make resolution of any dispute with PEA or payment of any amount due to the PEA in any way contingent upon PEA's signing any such certification.

ARTICLE XVII – SEVERABILITY. Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the CLIENT and PEA will work in good faith to replace an invalid provision with one that is valid and as close to the original meaning as possible.

ARTICLE XVIII – APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan and the parties consent to exclusive jurisdiction of all disputes hereunder in the State of Michigan.

ARTICLE XIX – ENTIRE AGREEMENT. CLIENT, by signing the attached Proposal, acknowledges that this Agreement has been read, understands it and agrees to be bound by its terms. The terms and conditions of this Agreement, together with the PEA Proposal (including attachments thereto) and any applicable Addendum, constitute the entire Agreement between the parties and supersede all prior oral or written representations, understandings and agreements. The CLIENT is expressly prohibited during the term of, and for one year following the expiration or termination of this Agreement, and it will be considered a material breach of this Agreement, to solicit for the purposes of employment an employee of PEA without the prior written consent of PEA. The parties agree that any purchase orders, work orders, acknowledgments, form agreements or other similar documents delivered to PEA shall be null, void and without legal effect to the extent that they conflict with the terms of this Agreement. This Agreement may be amended or modified only by a written instrument signed by both parties. Each person signing the Proposal represents that he or she has full legal authority to bind the parties to the terms and conditions contained in this Agreement.

Charter Township of Van Buren

REQUEST FOR BOARD ACTION

Agenda Item: _____

WORK STUDY: MAY 15, 2017

1ST READING DATE: MAY 16, 2017

2ND READING DATE: JUNE 6, 2017

Consent Agenda	New Business X	Unfinished Business	Public Hearing
ITEM (SUBJECT)	First reading of Ordinance 05-16-17 to discuss an approval of the amendment of Chapter 90 (Waterways) to amend Sec. 90-1 to 90-97.		
DEPARTMENT	Police Department		
PRESENTER	Lt. Charles Bazy		
PHONE NUMBER	(734) 699-8930		
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)			

Agenda topic

ACTION REQUESTED	
First reading of Ordinance 05-16-17 to discuss an approval of the amendment of Chapter 90 (Waterways) to amend Sec. 90-1 to 90-97.	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
The amendment to Chapter 90 adopts state law that the Township had not previously adopted.	

BUDGET IMPLICATION	None anticipated
IMPLEMENTATION NEXT STEP	If approved, after the 1 st and 2 nd reading, a notice of adoption will be placed in the newspaper and the Ordinance will go into effect.
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	
ATTORNEY RECOMMENDATION	Approval
(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 # 05-16-17

At a regular meeting of the Township Board of the Charter Township of Van Buren, Wayne County, Michigan, held in the Van Buren Township Hall within the Township, on the _____ day of _____, 2017 at 7:00 p.m.

PRESENT: Trustees: _____

ABSENT: Trustee: _____

It was moved by Trustee _____ and supported by Trustee _____ the following Ordinance be adopted to amend Chapter 90 (Waterways) to read as follows:

THE CHARTER TOWNSHIP OF VAN BUREN ("Township"), COUNTY OF WAYNE, MICHIGAN ORDAINS:

Chapter 90 - WATERWAYS^[1]

Footnotes:

--- (1) ---

Cross reference— Excavation of ponds, § 42-211 et seq.; offenses and miscellaneous provisions, ch. 58.

State Law reference— Marine safety, MCL 324.80101 et seq., MSA 13A.80101 et seq.

ARTICLE I. - IN GENERAL

Sec. 90-1. – Definitions A-C

As used in this part:

(a) "Airboat" means a motorboat that is propelled, wholly or in part, by a propeller projecting above the water surface.

(b) "Alcoholic liquor" means that term as defined in section 1d of the Michigan vehicle code, 1949 PA 300, MCL 257.1d.

(c) "Anchored rafts" means all types of non-powered rafts used for recreational purposes that are anchored seasonally on waters of this state.

(d) "Associated equipment" means any of the following that are not radio equipment:

(i) An original system, part, or component of a boat at the time that boat was manufactured, or a similar part or component manufactured or sold for replacement.

(ii) Repair or improvement of an original or replacement system, part, or component.

(iii) An accessory or equipment for, or appurtenance to, a boat.

(iv) A marine safety article, accessory, or equipment intended for use by a person on board a boat.

(e) "Boat" means a vessel.

(f) "Boat livery" means a business that holds a vessel for renting, leasing, or chartering.

(g) "Boating safety certificate" means any of the following:

(i) The document issued by the department under part 802 that certifies that the individual named in the document has successfully completed a boating safety course and passed an examination approved and administered as required under MCL 324.80212.

(ii) A document issued by the United States coast guard auxiliary or United States power squadron that certifies that the individual named in the document has successfully completed a United States coast guard auxiliary course concerning boating safety.

(iii) A written rental agreement provided to an individual named in the rental agreement entered into under section 44522 only on the date or dates indicated on the rental agreement while the named individual is operating a personal watercraft leased, hired, or rented from a boat livery.

(h) "Boating safety course" means a course that meets both of the following requirements:

(i) Provides instruction on the safe operation of a personal watercraft that meets or exceeds the minimum course content for boating or personal watercraft education established by the national association of state boating law administrators education

committee (October 1996), a province of the commonwealth of Canada, or another country.

(ii) Is approved by the department.

(i) "Controlled substance" means that term as defined in section 7104 of the public health code, 1978 PA 368, MCL 333.7104.

(j) "Conviction" means a final conviction, the payment of a fine, a plea of guilty or nolo contendere if accepted by the court, a finding of guilt, or a probate court or family division disposition on a violation of this part, regardless of whether the penalty is rebated or suspended.

State Law reference— Similar provisions MCL 324.80101

Sec. 90-2. – Definitions D to L.

As used in this part:

(a) "Dealer" means a person and an authorized representative of that person who annually purchases from a manufacturer, or who is engaged in selling or manufacturing, 6 or more vessels that require certificates of number under this part.

(b) "Identification document" means any of the following:

(i) A valid Michigan operator's or chauffeur's license.

(ii) A valid driver's or chauffeur's license issued by an agency, department, or bureau of the United States or another state.

(iii) An official identification card issued by an agency, department, or bureau of the United States, this state, or another state.

(iv) An official identification card issued by a political subdivision of this state or another state.

(c) "Issuing authority" means the United States coast guard or a state that has a numbering system approved by the United States coast guard.

(d) "Law of another state" means a law or ordinance enacted by any of the following:

(i) Another state.

(ii) A local unit of government in another state.

(iii) Canada or a province or territory of Canada.

- (iv) A local unit of government in a province or territory of Canada.
- (e) "Lifeboat" means a small boat designated and used solely for lifesaving purposes, and does not include a dinghy, tender, speedboat, or other type of craft that is not carried aboard a vessel for lifesaving purposes.
- (f) "Long-term incapacitating injury" means an injury that causes serious impairment of a body function.

State Law reference— Similar provisions MCL 324.80102

Sec. 90-3. – Definitions M to O.

As used in this part:

- (a) "Manufacturer" means a person engaged in any of the following:
 - (i) The manufacture, construction, or assembly of boats or associated equipment.
 - (ii) The manufacture or construction of components for boats and associated equipment to be sold for subsequent assembly.
 - (iii) The importation of a boat or associated equipment into the state for sale.
- (b) "Marine law" means this part, a local ordinance adopted in conformity with this part, or a rule promulgated under this part.
- (c) "Marine safety act" means former Act No. 303 of the Public Acts of 1967.
- (d) "Marine safety program" means marine law enforcement, search and rescue operations, water safety education, recovery of drowned bodies, and boat livery inspections.
- (e) "Michigan vehicle code" means Act No. 300 of the Public Acts of 1949, being sections 257.1 to 257.923 of the Michigan Compiled Laws.
- (f) "Motorboat" means a vessel propelled wholly or in part by machinery.
- (g) "Operate" means to be in control of a vessel while the vessel is under way and is not secured in some manner such as being docked or at anchor.
- (h) "Operator" means the person who is in control or in charge of a vessel while that vessel is underway.
- (i) "Owner" means a person who claims or is entitled to lawful possession of a vessel by virtue of that person's legal title or equitable interest in a vessel.

State Law reference— Similar provisions MCL 324.80103

Sec. 90-4. – Definitions P to W.

As used in this part:

(a) "Highly restricted personal information" means an individual's photograph or image, social security number, digitized signature, and medical and disability information.

(b) "Passenger" means a person carried on board, attached to, or towed by a vessel, other than the operator.

(c) "Peace officer" means any of the following:

(i) A sheriff.

(ii) A sheriff's deputy.

(iii) A deputy who is authorized by a sheriff to enforce this part and who has satisfactorily completed at least 40 hours of law enforcement training, including training specific to this part.

(iv) A village or township marshal.

(v) An officer of the police department of any municipality.

(vi) An officer of the Michigan state police.

(vii) The director and conservation officers employed by the department.

(d) "Personal information" means information that identifies an individual, including an individual's driver identification number, name, address not including zip code, and telephone number, but does not include information on watercraft operation and equipment-related violations or civil infractions, operator or vehicle registration status, accidents, or other behaviorally-related information.

(e) "Personal watercraft" means that term as defined in 40 CFR 1045.801.

(f) "Political subdivision" means any county, metropolitan authority, municipality, or combination of those entities in this state. If a body of water is located in more than 1 political subdivision, all of the subdivisions shall act individually in order to comply with this part, except that if the problem is confined to a specific area of the body of water, only the political subdivision in which the problem waters lie shall act.

(g) "Port" means left, and reference is to the port side of a vessel or to the left side of the vessel.

(h) "Prior conviction" means a conviction for any of the following, whether under a law of this state, a local ordinance substantially corresponding to a law of this state, a law of the United States substantially corresponding to a law of this state, or a law of another state substantially corresponding to a law of this state:

(i) A violation or an attempted violation of MCL 324.80176(1), (3), (4), (5), (6), or (7), except that only 1 violation or attempted violation of MCL 324.80176(6), a local ordinance substantially corresponding to MCL 324.80176(6), or a law of another state substantially corresponding to MCL 324.80176(6), or a law of the United States substantially corresponding to MCL 324.80176(6) may be used as a prior conviction other than for enhancement purposes as provided in MCL 324.80178a(1)(b).

(ii) Negligent homicide, manslaughter, or murder resulting from the operation of a vessel or an attempt to commit any of those crimes.

(iii) Former section 73, 73b, or 171(1) of the marine safety act.

(i) "Probate court or family division disposition" means the entry of a probate court order of disposition or family division order of disposition for a child found to be within the provisions of chapter XIA of the probate code of 1939, 1939 PA 288, MCL 712A.1 to 712A.32.

(j) "Prosecuting attorney", except as the context requires otherwise, means the attorney general, the prosecuting attorney of a county, or the attorney representing a political subdivision of government.

(k) "Regatta", "boat race", "marine parade", "tournament", or "exhibition" means an organized water event of limited duration that is conducted according to a prearranged schedule.

(l) "Slow—no wake speed" means a very slow speed whereby the wake or wash created by the vessel would be minimal.

(m) "Starboard" means right, and reference is to the starboard side of a vessel or to the right side of the vessel.

(n) "State aid" means payment made by the state to a county for the conduct of a marine safety program.

(o) "Undocumented vessel" means a vessel that does not have, and is not required to have, a valid marine document issued by the United States coast guard or federal agency successor to the United States coast guard.

(p) "Uniform inspection decal" means an adhesive-backed sticker created by the department that is color-coded to indicate the year that it expires and is attached to a vessel in the manner prescribed for decals in MCL 324.80122 when a peace officer inspects and determines that the vessel complies with this part.

(q) "Use" means operate, navigate, or employ.

(r) "Vessel" means every description of watercraft used or capable of being used as a means of transportation on water.

(s) "Waters of this state" means any waters within the territorial limits of this state, and includes those waters of the Great Lakes that are under the jurisdiction of this state.

(t) "Waterways account" means the waterways account established in section 2035.

State Law reference— Similar provisions MCL 324.80104

Sec. 90-15. - Arrest without warrant; cases in which arrested person arraigned by magistrate or judge.

If a person is arrested without a warrant for any of the following, the arrested person shall, without unreasonable delay, be arraigned by a magistrate or judge who is within the county in which the offense charged is alleged to have been committed, who has jurisdiction of the offense, and who is nearest or most accessible with reference to the place where the arrest is made:

(a) The person is arrested upon a charge of negligent homicide.

(b) The person is arrested under MCL 324.80176(1), (3), (4), or (5), or a local ordinance substantially corresponding to MCL 324.80176(1) or (3).

(c) The person is arrested under MCL 324.80147 or a local ordinance substantially corresponding to MCL 324.80147. If in the existing circumstances it does not appear that releasing the person pending the issuance of a warrant will constitute a public menace, the arresting officer may proceed as provided by MCL 324.80168.

State Law reference— Similar provisions MCL 324.80167.

Sec. 90-16. - Arrest without warrant; notice to appear in court; time; place; appearance; acceptance of pleas.

(a) When a person is arrested without a warrant for a violation of this part punishable as a misdemeanor, or of a provision of any local ordinance or rule established in conformity with this part, under conditions not referred to in MCL 324.80167, the arresting officer shall prepare in duplicate a written notice to appear in court containing the name and

address of the person, the offense charged, and the time and place when and where the person shall appear in court. If the arrested person so demands, he or she shall be arraigned by a magistrate or a district court judge as provided in MCL 324.80167 in lieu of being given the notice.

(b) The time specified in the notice to appear shall be within a reasonable time after the arrest unless the person arrested demands an earlier hearing.

(c) The place specified in the notice to appear shall be before a magistrate or a district court judge who is within the township or county in which the offense charged is alleged to have been committed and who has jurisdiction of the offense.

(d) Appearance may be made in person, by representation, or by mail. When appearance is made by representation or mail, the magistrate or the district court judge may accept the plea of guilty or not guilty for purposes of arraignment, with the same effect as though the person personally appeared before him or her. The magistrate or the district court judge, by giving notice 5 days prior to the date of appearance, may require appearance in person at the time and place designated in the notice.

State Law reference— Similar provisions MCL 324.80168.

Sec. 90-17. - Arrest without warrant; nonresidents; recognizance; receipt and summons; failure to appear; deposit of money; report; embezzlement.

(a) If a person not a resident of this state is arrested without a warrant for a violation of this part under conditions not referred to under MCL 324.80167, the officer making the arrest, upon demand of the arrested person, shall immediately take the person for arraignment by a magistrate or a district court judge in the vicinity to answer to the complaint made against him or her. If a magistrate or a district court judge is not available or an immediate trial cannot be had, the person arrested may recognize to the officer for his or her appearance by leaving with him or her not more than \$200.00.

(b) The officer making the arrest shall give a receipt to the person arrested for the money deposited with him or her under subsection (a), together with a written summons as provided in MCL 324.80168.

(c) If the offender fails to appear as required, the deposit shall be forfeited as in other cases of default in bail, in addition to any other penalty provided in this part.

(d) Not more than 48 hours after taking a deposit under this section, the officer shall deposit the money with the magistrate or the district court judge named in the notice to appear, together with a report stating the facts relating to the arrest. Failure to make the report and deposit the money is embezzlement of public money.

State Law reference— Similar provisions MCL 324.80169.

Sec. 90.18. - Violation by officer, magistrate, or district court judge as misconduct in office; removal from office; applicability and construction of MCL 324.80168 and 324.80169.

(a) Any officer, magistrate, or district court judge violating MCL 324.80168 or MCL 324.80169 is guilty of misconduct in office and is subject to removal from office.

(b) MCL 324.80168 and MCL 324.80169 govern all peace officers in making arrests without a warrant for violations of this part and do not prevent the execution of a warrant for the arrest of the person as in other cases of misdemeanors when it may be necessary.

State Law reference— Similar provisions MCL 324.80170.

Sec. 90-18. - Violation of Chapter or rules; penalties. Unless otherwise specified under this Chapter, a violation of this part or rules promulgated under this Chapter is a misdemeanor. A political subdivision having adopted a local ordinance in conformity with this Chapter may provide that any violation of the ordinance is a misdemeanor. Any person convicted of reckless operation of a vessel as defined in MCL 324.80147, or of operating a motorboat while under the influence of alcoholic liquor or narcotic drugs, or with any amount of a controlled substance listed in schedule 1 under section 7212 of the public health code, 1978 PA 368, MCL 333.7212, or a rule promulgated under that section, or of a controlled substance described in section 7214(a)(iv) of the public health code, 1978 PA 368, MCL 333.7214, in his or her body, in addition to any other penalty, may be refused by the court having jurisdiction of the violation the right of operating any motorboat on any of the waters of this state for a period of not more than 2 years.

Secs. 90-19—90-25. - Reserved.

ARTICLE II. - BOAT AND WATER SAFETY^[2]

Footnotes:

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State Law reference— Marine safety, MCL 324.80101 et seq., MSA 13A.80101 et seq.

DIVISION 1. - GENERALLY

Sec. 90-26. - Inspection by a peace officer.

- (a) Upon the direction of a peace officer, the operator of a vessel moving on the waters of this township shall immediately bring the vessel to a stop or maneuver it in a manner that permits the peace officer to come beside the vessel. The operator of the vessel and any person on the vessel shall do the following upon the request of the peace officer:
 - (1) Provide his correct name and address.
 - (2) Exhibit the certificate of number awarded for the vessel.
 - (3) If the vessel does not bear a decal described in MCL 324.80166(a) submit to a reasonable inspection of the vessel and to a reasonable inspection and test of the equipment of the vessel.
- (b) A peace officer shall not stop and inspect a vessel bearing the decal described in MCL 324.80166a or an equivalent decal issued by or on behalf of another state during the period the decal remains in effect unless that peace officer has a reasonable suspicion that the vessel or the vessel's operator is in violation of a marine law or is otherwise engaged in criminal activity.
- (c) A person who is detained for a violation of this part or of a local ordinance substantially corresponding to a provision of this part and who furnishes a peace officer false, forged, fictitious, or misleading verbal or written information identifying the person as another person is guilty of a misdemeanor.
- (d) A peace officer who observes a marine law violation or the commission of a crime may immediately arrest the person without a warrant or issue to the person a written or verbal warning.

State Law reference— Similar provisions, MCL 324.80166, MSA 13A.80166.

Secs. 90-27—90-50. - Reserved.

DIVISION 2. - DISPLAY REQUIREMENTS

Sec. 90-51. – Conditions to operation of vessels; violation; fine.

- (1) Except as otherwise provided in this part, a person shall not operate or give permission for the operation of a vessel of any length on the waters of this state unless the fees prescribed in MCL 324.80124 for the vessel are paid, the certificate of number assigned to the vessel is on board and is in full force and effect, and, except for the following, the identifying number and decal are displayed on each side of the forward half of the vessel in accordance with this part and the rules promulgated by the department under this part:

- (a) A decal and identifying numbers for a wooden hull and historic vessel as that term is defined in section 80124 may be displayed in the manner described in MCL 324.80126(2).
- (b) A decal for an inflatable boat may be displayed on the transom of the boat.
- (2) If a vessel is actually numbered in another state of principal use in accordance with a federally approved numbering system, it is in compliance with the numbering requirements of this state while it is temporarily being used in this state. This subsection applies to a vessel for which a valid temporary certificate is issued to the vessel's owner by the issuing authority of the state in which the vessel is principally used.
- (3) If a vessel is removed to this state as the new state of principal use, a number awarded by any other issuing authority is valid for not more than 60 days before numbering is required by this state.
- (4) A person who violates this section is responsible for a state civil infraction and may be ordered to pay a civil fine of not more than \$500.00.

State Law reference— Similar provisions, MCL 324.80122 et seq., MSA 13A.80122 et seq.

Sec. 90-52. - Exemption.

(1) The owner of a vessel is not required to pay a fee and a vessel is not required to be numbered and to display a decal under this part if the vessel is 1 or more of the following:

- (a) Used temporarily on the waters of this state and the owner and the vessel are from a country other than the United States.
- (b) A vessel that is owned by the United States, used in the public service for purposes other than recreation, and clearly identifiable as such a vessel.
- (c) A vessel's lifeboat.
- (d) An all-terrain vehicle not used as a vessel.
- (e) A raft, sailboard, surfboard, or swim float.
- (f) A vessel 16 feet or less, propelled by hand either with oars or paddles, and not used for rental or other commercial purposes.
- (g) A nonmotorized canoe or kayak not used for rental or other commercial purposes.

(2) The owner of a vessel documented by the United States coast guard or a federal agency that is the successor to the United States coast guard shall comply with this part, including the payment of fees as provided in this part. However, the vessel shall not be required to display numbers under this part.

(3) This part does not prohibit the numbering of an undocumented vessel pursuant to this part upon request by the owner, even though the vessel is exempt from the numbering requirements of this part.

State Law reference— Similar provisions, MCL 324.80123.

Sec. 90-53. - Application for certificate of number; certificate of title; 15-day permit; fee; "the length of vessel" defined; tax exemption; issuance; delinquent fee or tax; penalty; retention of certificate of number on shore; contents of lease or rental agreement; painting or attaching number; assigning block of numbers; federally documented vessel; decal; issuance of original certificate of number, numbering renewal decal, or other renewal device; numbering system; registration; issuance of certificate of number; historic vessel; refund to owner of non-motorized canoe or kayak; refund and computation of fee.

(a) Except as otherwise provided in this section, the owner of a vessel required, pursuant to MCL 324.80122 and MCL 324.80123, to be numbered and to display a decal shall file an application for a certificate of number with the secretary of state. The secretary of state shall prescribe and furnish certificate of title application forms. If a vessel requiring a certificate of title under part 803 is sold by a dealer, that dealer shall combine the application for a certificate of number that is signed by the vessel owner with the application for a certificate of title. The dealer shall obtain the certificate of number in the name of the owner. The application for a certificate of number shall include a certification. The owner of the vessel shall sign the application or, if the application is filed electronically, provide information requested by the secretary of state to verify the owner's identity. A person shall not file an application for a certificate of number that contains false information. A dealer who fails to submit an application as required by this section is guilty of a misdemeanor, punishable by imprisonment for not more than 90 days, or a fine of not more than \$100.00, or both.

(b) A dealer who submits an application for a certificate of number as provided in subsection (1) may issue to the owner of the vessel a 15-day permit, on forms prescribed by the secretary of state, for the use of the vessel while the certificate of number is being issued.

(c) A dealer may issue a 15-day permit, on a form prescribed by the secretary of state, for the use of a vessel purchased in this state and delivered to the purchaser for removal to a place outside of this state, if the purchaser certifies by his or her signature that the vessel will be registered and primarily used and stored outside of this state and will not be returned to this state by the purchaser for use or storage. A certificate of number shall not be issued for a vessel holding a permit under this subsection.

(d) A 15-day permit issued under subsection (b) or (c) shall not be renewed or extended.

(e) A person shall operate or permit the operation of a vessel for which a 15-day permit has been issued under this section only if the permit is valid and displayed on the vessel as prescribed by rule promulgated by the department under this part.

(f) Except as otherwise provided in this section, an applicant shall pay the following fee at the time of application:

(1) A 15-day permit issued under subsection (3).. \$ 10.00

(2) Non-powered vessels, other than non-motorized
canoes or kayaks..... 9.00

(3) Non-motorized canoes or kayaks..... 5.00

(4) Motorboats less than 12 feet in length..... 14.00

(5) Motorboats 12 feet or over but less than
16 feet in length..... 17.00

(6) Motorboats 16 feet or over but less than
21 feet in length..... 42.00

(7) Motorboats 21 feet or over but less than
28 feet in length..... 115.00

(8) Motorboats 28 feet or over but less than
35 feet in length..... 168.00

(9) Motorboats 35 feet or over but less than
42 feet in length..... 244.00

(10) Motorboats 42 feet or over but less than
50 feet in length..... 280.00

(11) Motorboats 50 feet in length or over..... 448.00

(12) Pontoon vessels regardless of size..... 23.00

(13) Motorized canoes regardless of size..... 14.00

(14) Vessels licensed under part 473..... 15.00

(15) Vessels carrying passengers for hire that
are in compliance with part 445, or under federal law;
and vessels carrying passengers and freight or freight
only and owned within this state or hailing from a
port within this state..... 45.00

(g) As used in this section, "the length of a vessel" means the distance from end to end over the deck, excluding the longitudinal upward or downward curve of the deck, fore

and aft. For a pontoon boat, length of a vessel means the length of its deck, fore and aft.

(h) Payment of the fee specified in this section exempts the vessel from the tax imposed under the general property tax act, 1893 PA 206, MCL 211.1 to 211.155.

(i) Upon receipt of an initial application for a certificate of number in approved form and payment of the required fee, the secretary of state shall enter the information upon the official records and issue to the applicant a certificate of number containing the number awarded to the vessel, the name and address of the owner, and other information that the secretary of state determines necessary. The secretary of state shall issue a certificate of number that is pocket size and legible. Except as provided in subsection (m), a person operating a vessel shall present that vessel's certificate of number to a peace officer upon the peace officer's request.

(j) If a check or draft payable to the secretary of state under this part is not paid on its first presentation, the fee or tax is delinquent as of the date the draft or check was tendered. The person tendering the check or draft remains liable for the payment of the fee or tax and a penalty.

(k) Upon determining that a fee or tax required by this part has not been paid and remains unpaid after reasonable notice and demand, the secretary of state may suspend a certificate of number.

(l) If a person who tenders a check or draft described in subsection (j) fails to pay the fee or tax for which the check or draft was tendered within 15 days after the secretary of state gives him or her notice that the check or draft described in subsection (j) was not paid on its first presentation, the secretary of state shall assess and collect a penalty of \$5.00 or 20% of the check or draft, whichever is larger, in addition to the fee or tax.

(m) The owner or authorized agent of the owner of a vessel less than 26 feet in length that is leased or rented to a person for noncommercial use for not more than 24 hours may retain, at the place from which the vessel departs or returns to the possession of the owner or the owner's representative, the certificate of number for that vessel if a copy of the lease or rental agreement is on the vessel. Upon the demand of a peace officer, the operator shall produce for inspection either the certificate of number or a copy of the lease or rental agreement for that vessel. The lease or rental agreement shall contain each of the following:

- (1) The vessel number that appears on the certificate of number.
- (2) The period of time for which the vessel is leased or rented.
- (3) The signature of the vessel's owner or that person's authorized agent.
- (4) The signature of the person leasing or renting the vessel.

(n) Upon receipt of a certificate of number for a vessel, the owner of that vessel shall paint on or attach in a permanent manner to each side of the forward half of the vessel the number identified in the certificate of number, in the manner prescribed by rules promulgated by the department. The secretary of state shall assign to the owner of vessels for rent or lease a block of numbers sufficient to number consecutively all of that owner's rental or lease vessels. The owner shall maintain the numbers in a legible condition. A vessel documented by the United States coast guard or a federal agency that is the successor to the United States coast guard is not required to display numbers under this part but shall display a decal indicating payment of the fee prescribed in subsection (f), and shall otherwise be in compliance with this part. This subsection does not apply to a non-powered vessel 12 feet or less in length.

(o) Upon receipt of an application for a certificate of number in an approved form and payment of the fee required by this part, the secretary of state shall issue a decal that indicates that the vessel is numbered in compliance with this part. The decal shall be color-coded and dated to identify the year of its expiration. The department shall promulgate a rule or rules to establish the manner in which the decal is to be displayed. A person who operates a vessel in violation of a rule promulgated to implement this subsection is responsible for a state civil infraction and may be ordered to pay a civil fine of not more than \$500.00.

(p) A decal is valid for a 3-year period that begins on April 1 and expires on March 31 of the third year. An original certificate of number may be issued up to 90 days before April 1. A numbering renewal decal or other renewal device may be issued up to 90 days before the expiration of a certificate.

(q) Upon receipt of a request for renewal of a decal and payment of the fee prescribed in subsection (f), the secretary of state shall issue to the applicant a decal as provided in subsection (o). A person who operates a vessel for which no decal was issued as required under this section or for which a decal has expired is responsible for a state civil infraction and may be ordered to pay a civil fine of not more than \$500.00.

(r) The numbering system adopted under this part shall be in accordance with the standard system of numbering established by the secretary of the department in which the United States coast guard operates.

(s) An agency of this state, a political subdivision of this state, or a state supported college or university of this state that owns a vessel that is required to be numbered under this part shall register that vessel and upon payment of either of the following shall receive from the secretary of state a certificate of number for that vessel:

(1) A fee of \$3.00 for a vessel that is not used for recreational, commercial, or rental purposes.

(2) The fee required under subsection (f) for a vessel that is used for recreational, commercial, or rental purposes.

(t) The secretary of state shall, upon receipt of payment of the fee required under subsection (s), issue a certificate of number for each vessel subject to subsection (s).

(u) A vessel that is 30 years of age or older and not used other than in club activities, exhibitions, tours, parades, and other similar activities is a historic vessel. The secretary of state shall make available to the public application forms for certificates of number for historic vessels and, upon receipt of a completed application form and fee, shall number a historic vessel as a historic vessel. The fee for the numbering of a historic vessel is 1/3 of the otherwise applicable fee specified in subsection (f).

(v) The secretary of state shall refund to the owner of a vessel registered under this part all of the registration fee paid for that vessel under this section if all of the following conditions are met during the period for which the registration fee was paid:

(1) The owner transfers or assigns title or interest in the registered vessel before placing the decal issued under subsection (o) on the vessel.

(2) The owner surrenders the unused decal to the secretary of state within 30 days after the date of transfer or assignment.

(w) The secretary of state shall refund to the surviving spouse of a deceased vessel owner the registration fee paid under this part, prorated on a monthly basis, upon receipt of the decal issued under subsection (o) or evidence satisfactory to the secretary of state that the decal issued under subsection (o) has been destroyed or voided.

(x) If the secretary of state computes a fee under this part that results in a figure other than a whole dollar amount, the secretary of state shall round the figure to the nearest whole dollar.

State Law reference— Similar provisions, MCL 324.80124.

Sec. 90-54. - Dealer certificates of number and dealer decals.

(a) A dealer shall apply for and obtain from the secretary of state dealer certificates of number and dealer decals for each vessel of the dealer that is tested, demonstrated, or otherwise operated. Upon receipt of an application in a form approved by the secretary of state and payment of \$30.00 for each set of dealer certificates of number and dealer decals, the secretary of state shall issue to the applicant the dealer certificates of number and dealer decals. A single dealer certificate of number and dealer decal issued pursuant to this section may be used on only 1 vessel at a time.

(b) The operator of a vessel governed by this section shall do each of the following:

(1) Maintain the dealer certificate of number on board the vessel.

(2) Upon demand of a peace officer, display the dealer certificate of number.

(3) Permanently or temporarily display the identifying number and dealer decal on the vessel in accordance with rules promulgated by the department under this part.

(c) A person shall not operate a vessel numbered under this section unless the dealer is on board the vessel or the operator has the written authorization of the dealer to operate the vessel. A person shall not use a vessel numbered under this section for commercial purposes that include the rental of the vessel or the carrying of passengers for hire on the vessel.

State Law reference— Similar provisions, MCL 324.80126.

Secs. 90-55—90-65. - Reserved.

DIVISION 3. - OPERATING REQUIREMENTS

Sec. 90-66. - Operation—Generally.

A person operating or propelling a vessel upon the waters of this township shall operate it in a careful and prudent manner and at such a rate of speed so as not to endanger unreasonably the life or property of any person. A person shall not operate any vessel at a rate of speed greater than will permit him, in the exercise of reasonable care, to bring the vessel to a stop within the ensured clear distance ahead. A person shall not operate a vessel in a manner so as to interfere unreasonably with the lawful use by others of any waters. A person who violates this section is responsible for a municipal civil infraction and may be ordered to pay a civil fine of not more than \$500.00

State Law reference— Similar provisions, MCL 324.80145, MSA 13A.80145.

Sec. 90-67. - Same—Motorboats by children.

- (a) Except as otherwise provided in this section, a person less than 12 years of age shall not operate a motorboat on the waters of this township unless all of the following conditions are met:
 - (1) He or she has been issued and is in possession of a boating safety certificate.
 - (2) He or she is under the direct supervision of a person on board the motorboat who is 16 years of age or older.
 - (3) The motorboat he or she operates is powered by a motor totaling no more than 35 horsepower.
- (b) Except as otherwise provided in this section, a person 12 through 15 years of age may operate a motorboat on the waters of this township only if that person complies with either of the following:

- (1) He or she is accompanied by at least one person 16 years of age or older.
- (2) He or she is in possession of a boating safety certificate issued after he or she has satisfactorily completed a department approved course in boating safety.
- (c) A person operating a motorboat as described in this section shall present the boating safety certificate issued to him or her upon the demand of any peace officer.
- (d) This section does not apply to the operation of a motorboat that is powered by a motor totaling no more than six horsepower.
- (e) Beginning July 1, 2012, a person who is born on or after July 1, 1996 shall not operate a motorboat on the waters of this township unless the person has been issued and is in possession of a boating safety certificate.

State Law reference— Similar provisions, MCL 324.80141, MSA 13A.80141.

Sec. 90-68. - Operation of vessels; rules; violation; fine..

- (a) When vessels are being operated in such a manner as to make collision imminent or likely, the following apply:
 - (1) When 2 vessels are approaching each other head-on, or nearly so, the operator of each shall cause his or her vessel to pass on the port side of the other.
 - (2) When overtaking a vessel proceeding in the same direction, the operator of the overtaking vessel, unless it is not feasible to do so, shall pass on the port side of the vessel ahead.
 - (3) When 2 vessels are approaching each other at right angles or obliquely so as to involve risk of collision, other than when 1 vessel is overtaking another, the operator of the vessel that has the other on his or her own port side shall hold his or her course and speed, and the operator of the vessel that has the other on his or her own starboard side shall give way to the other by directing his or her course to starboard so as to cross the stern of the other vessel or, if necessary to do so, shall slacken his or her speed, stop, or reverse.
 - (4) When a motorboat and a vessel under sail are proceeding in a manner that involves a risk of collision, the operator of the motorboat shall give way to the vessel under sail.
 - (5) When a motorboat and a vessel not propelled by sail or mechanical means are proceeding in a manner that involves risk of collision, the operator of the motorboat shall give way to the other vessel.
 - (6) When, by any of the rules provided in this section, the operator of a vessel is required to give way to the other, the operator of the other vessel shall maintain his or her direction and speed.
- (b) This section does not relieve the operator of a vessel otherwise privileged by this section from the duty to operate with due regard for the safety of all persons using the waters of this state.

- (c) A person who violates this section is responsible for a municipal civil infraction and may be ordered to pay a civil fine of not more than \$500.00.

State Law reference— Similar provisions, MCL 324.80144.

Sec. 90-69. - Reckless operation by operator or person being towed.

- (a) If a person carelessly and heedlessly operates a vessel upon the waters of this township in disregard of the rights or safety of others, or without due caution and circumspection, or at a rate of speed or in a manner that endangers or is likely to endanger a person or property, that person is guilty of reckless operation of a vessel and is subject to the penalties described in subsection (c) of this section.
- (b) If a person who, while being towed on water skis, water sled, surfboard, or a similar contrivance upon the waters of this township, carelessly and heedlessly navigates, steers, or controls himself in disregard of the rights or safety of others, or without due caution and circumspection and in a manner that endangers or is likely to endanger a person or property, that person is guilty of reckless operation of the contrivance that he or she controls, and is subject to the penalties described in subsection (c) of this section.
- (c) Upon a person's conviction under this section, the court may issue an order prohibiting that person from operating a vessel on the waters of this township for a period of not more than two years. Upon a person's subsequent conviction under this section, the court shall order that person to participate in and complete a marine safety educational program approved by the department of natural resources. An order issued pursuant to this subsection is in addition to any other penalty authorized under this article.

State Law reference— Similar provisions, MCL 324.80147, MSA 13A.80147.

Sec. 90-70. - Operating motorboat at more than slow—no wake speed; prohibitions; exceptions.

- (a) Subject to the exceptions described in subsection (b) of this section, a person shall not operate a motorboat at more than slow-no wake speed if any of the following circumstances exist:
- (1) A person is located on or in the bow of the motorboat, and that motorboat is not manufactured to provide bow seating.
 - (2) A person or portion of a person's body extends beyond the exterior port or starboard wall of the hull of the motorboat.
- (b) This section does not apply to either of the following:
- (1) A person engaged in the operation of a sailboat that is not being powered by a motor.

- (2) A person on board a vessel who is attempting to anchor, moor, dock, or otherwise secure the vessel.

State Law reference— Similar provisions, MCL 324.80148, MSA 13A.80148.

Sec. 90-71. - Counterclockwise operation.

Persons operating vessels on the waters of this township in areas not marked by well-defined channels, canals, rivers or stream courses shall operate in a counterclockwise fashion insofar as it is reasonably possible. Such persons and persons being towed on water skis, water sleds, kites, surfboards or similar contrivances shall maintain a distance of 100 feet from any dock, raft, buoyed or occupied bathing area, or vessel moored or at anchor, except when the vessel is proceeding at a slow-no wake speed or when water skiers are being picked up or dropped off, if such operation is otherwise conducted with due regard to the safety of persons and property and in accordance with the laws of this state.

State Law reference— Similar provisions, MCL 324.80149, MSA 13A.80149.

Sec. 90-72. - Restricted areas.

A person shall not operate a vessel on any of the waters of this township within a lawfully authorized restricted area clearly marked by buoys, beacons or other distinguishing devices as being prohibited to vessels.

State Law reference— Similar provisions, MCL 324.80150, MSA 13A.80150.

Sec. 90-73. - Divers and diver's flag.

Any person diving or submerging in any of the waters of this township with the aid of a diving suit or other mechanical diving device shall place a buoy or boat in the water at or near the point of submergence. The buoy or boat shall bear a red flag not less than 14 inches by 16 inches with a 3½-inch white stripe running from one upper corner to a diagonal lower corner. The flag shall be in place only while actual diving operations are in progress. A vessel shall not be operated within 200 feet of a buoyed diver's flag unless it is involved in tendering the diving operation. A person diving shall stay within a surface area of 100 feet of the diver's flag.

State Law reference— Similar provisions, MCL 324.80155, MSA 13A.80155.

Sec. 90-74. - Towing—During prohibited hours.

- (a) An operator of any vessel shall not have in tow or otherwise be assisting in the propulsion of a person on water skis, water sled, surfboard or other similar contrivance during the period of one hour after sunset to one hour prior to sunrise.

- (b) A person shall not permit himself or herself to be towed on water skis or on a water sled, surfboard, or similar contrivance in violation of this part.
- (c) A person who violates this section is responsible for a municipal civil infraction and may be ordered to pay a civil fine of not more than \$500.00.

State Law reference— Similar provisions, MCL 324.80151, MSA 13A.80151.

Sec. 90-75. - Same—Persons.

- (a) Except as otherwise provided in this section, a person shall not operate a vessel on the waters of this state while towing or otherwise assisting a person being towed unless both of the following conditions are met:
 - (1) A person capable of communicating to the vessel operator the condition and needs of the person being towed or assisted is on board the vessel and positioned to observe the person being towed or assisted.
 - (2) The person being towed is wearing the proper type I, type II, or type III personal flotation device, as applicable. The wearing of an inflatable personal flotation device does not satisfy this requirement.
- (b) A person who violates subsection (a) is responsible for a state civil infraction and may be ordered to pay a civil fine of not more than \$100.00.
- (c) A person shall not permit himself or herself to be towed or otherwise assisted by a vessel on the waters of this state unless he or she complies with the conditions listed in subsection (a).
- (d) A person who violates subsection (c) who is 16 years of age or older is responsible for a state civil infraction and may be ordered to pay a civil fine of not more than \$100.00.
- (e) Subsections (a) and (c) do not apply to any of the following:
 - (1) A person who operates or who is towed by a vessel used by a ski school in the giving of instructions or a vessel used in sanctioned ski tournaments, competitions, expositions, or trials if the vessel is equipped with a 170-degree wide-angle rearview mirror affixed in a manner that will permit the operator to observe the progress of the person being towed.
 - (2) A person being towed by a motorboat less than 16 feet in length that is actually operated by the person being towed if the vessel is constructed to be incapable of carrying the operator in or on the motorboat.
 - (3) A vessel operator or the person being towed if the vessel operator is towing a person preparing for a specific water ski tournament and if all of the following conditions are met:
 - (i) The vessel operator is certified as provided in subsection (f).
 - (ii) The person being towed is certified as provided in subsection (g).

- (iii) Towing is conducted so that, on average, not more than 1 vessel approaches within 300 feet of the towing vessel during any 5-minute period.
- (iv) The vessel is equipped with all of the following:
 - (A) A center-mounted tow pylon.
 - (B) A large clear rearview mirror capable of allowing the vessel operator to distinguish hand signals at a distance of 75 feet.
 - (C) Markings that identify the vessel as a vessel that is being operated in conformance with this subdivision.
- (f) The department shall adopt standards for water ski tournament boat operation established by U.S.A. water ski in "Trained Boat Driver Program", April 1997, and by the American water ski association in "Drivers' Policy Manual". However, the department may promulgate rules providing for alternative standards under the administrative procedures act of 1969, 1969 PA 306, MCL 24.201 to 24.328. The department shall certify each individual who satisfies the standards described in this subsection as a tournament water ski vessel operator and issue proof of that certification to the individual.
- (g) The department shall adopt standards for tournament water skiers established by the Michigan water ski association in "Guidelines for Training Permit Eligibility", proposed revision 125 of 1996. However, the department may promulgate rules providing for alternative standards under the administrative procedures act of 1969, 1969 PA 306, MCL 24.201 to 24.328. The department shall certify each individual who satisfies the standards described in this subsection as a tournament water skier and issue proof of that certification to the individual.
- (h) The Michigan water ski association shall provide annually to the department and the Michigan sheriffs association both of the following:
 - (1) A list of the individuals whom the organization considers qualified for tournament water skiing.
 - (2) The names of not more than 3 bodies of water on which each of those individuals may be authorized to practice for tournament water skiing.
- (i) The department shall specify the body or bodies of water upon which a water skier may practice upon each certificate issued under subsection (g).

State Law reference— Similar provisions, MCL 324.80152, MSA 13A.80152.

Sec. 90-76. - Sitting, standing and walking on vessels.

Any occupant or operator of any vessel underway on the waters of this township shall not sit, stand or walk upon any portion of the vessel not specially designed for such purpose, except when immediately necessary for the safe and reasonable navigation or operation of the vessel.

State Law reference— Similar provisions, MCL 324.80153, MSA 13A.80153.

Sec. 90-77. - Speed limits.

- (a) On waters of this township for which a motorboat speed limit is not established under subsection (1) of section 80146 of Act No. 58 of the Public Acts of Michigan of 1995 (MCL 324.80146, MSA 13A.80146), or on any waters for which the department has not established an unlimited motorboat speed limit, or on any waters for which stricter speed restrictions are not established pursuant to an act, a maximum speed limit of 55 miles per hour is established, except in an emergency and except for authorized peace and conservation officers when engaged in official duties. The maximum speed limit of 55 miles per hour shall not apply to the Great Lakes and Lake St. Clair, except for an area within one mile of the shoreline, measured at a right angle from the shoreline.
- (b) A person shall not operate a motorboat on the waters of this township at a speed greater than slow-no wake speed or the minimum speed necessary for the motorboat to maintain forward movement when within 100 feet of the shoreline where the water depth is less than three feet, as determined by vertical measurement, except in navigable channels not otherwise posted.
- (c) A person operating a motorboat in violation of this section is responsible for a municipal civil infraction and may be ordered to pay a civil fine of not more than \$500.00, unless 1 of the following conditions exists:
 - (1) The requirements of this section have been waived as described under subsection (d)
 - (2) The person violates this section in a manner that constitutes reckless operation of a motorboat as described in Sec. 90-69.
- (d) The department may waive this section and MCL 324.80156 for marine events authorized by the department under section 80164 of Act No. 58 of the Public Acts of Michigan of 1995 (MCL 324.80146, MSA 13A.80164).

State Law reference— Similar provisions, MCL 324.80146, MSA 13A.80146.

Sec. 90-78. - Operation of a vessel while under the influence of intoxicating liquors and/or controlled substances.

- (a) A person shall not operate a vessel on the waters of this township if any of the following applies:
 - (1) The person is under the influence of intoxicating liquor or a controlled substance, or both.
 - (2) The person has a blood alcohol content of 0.08 percent or more by weight of alcohol.
 - (3) The person has in his or her body any amount of a controlled substance listed in schedule 1 under section 7212 of the public health code, 1978 PA 368, MCL

333.7212, or a rule promulgated under that section, or of a controlled substance described in section 7214(a)(iv) of the public health code, 1978 PA 368, MCL 333.7214.

- (b) The owner of a vessel or a person in charge or in control of a vessel shall not authorize or knowingly permit the vessel to be operated on the waters of this township by a person who is under the influence of intoxicating liquor or a controlled substance, or both, or who has a blood alcohol content of 0.08 percent or more by weight of alcohol.
- (c) A person shall not operate a vessel on the waters of this township when, due to the consumption of an intoxicating liquor or a controlled substance, or both, the person's ability to operate the vessel is visibly impaired. If a person is charged with violating subsection (a) of this section, a finding of guilty under this subsection may be rendered.

(Ord. No. 2-16-16(7), eff. 3-24-16)

State Law reference— Similar provisions, MCL 324.80176, MSA 13A.80176.

Sec. 90-79. - Penalties for violation of section 90-78(a) or (b).

- (a) If a person is convicted of violating subsection (a) of section 90-78, the following apply:
 - (1) Except as otherwise provided in subsection (a)(2) of this section, the person is guilty of a misdemeanor and shall be punished by one or more of the following:
 - a. Community service for not more than 45 days.
 - b. Imprisonment for not more than 90 days.
 - c. A fine of not less than \$100.00 or more than \$500.00.
 - (2) If the violation occurs within seven years of a prior conviction, the person shall be sentenced to both a fine of not less than \$200.00 or more than \$500.00 and either of the following:
 - a. Community service for not less than ten days or more than 90 days, and may be imprisoned for not more than 90 days.
 - b. Imprisonment for not less than 48 consecutive hours or more than 90 days, and may be sentenced to community service for not more than 90 days.
- (b) A term of imprisonment imposed under subsection (a)(2)b of this section shall not be suspended. A person sentenced to perform service to the community under this section shall not receive compensation and shall reimburse the township for the cost of supervision incurred by the township as a result of the person's activities in that service.
- (c) In addition to the sanctions prescribed under subsection (a) of this section, the court may, pursuant to the code of criminal procedure, Act No. 175 of the Public Acts of

Michigan of 1927 (MCL 760.1 et seq., MSA 28.841 et seq.), order the person to pay the costs of the prosecution. The court shall also impose sanctions under sections 80185 and 80186 of Act No. 58 of the Public Acts of Michigan of 1995 (MCL 324.80185 et seq., MSA 13A.80185 et seq.).

- (d) A person who is convicted of violating subsection (b) of section 90-79 is guilty of a misdemeanor, punishable by imprisonment for not more than 90 days, or a fine of not less than \$100.00 or more than \$500.00, or both.
- (e) As used in this section, the term "prior conviction" means a conviction for a violation of section 80176(1), (4), or (5) of Act No. 58 of the Public Acts of Michigan of 1995 (MCL 324.80176(1), (4), (5), MSA 13A.80176(1), (4), (5), former section 171(1), (4), or (5) of Act No. 301 of the Public Acts of Michigan of 1992 (MCL 281.1171(1), (4) or (5), MSA 18.1287(171), (1), (4) or (5)) or former section 73 of Act No. 303 of the Public Acts of Michigan of 1967 (MCL 281.1073, MSA 18.1287(73)), a local ordinance substantially corresponding to section 80176(1) of Act No. 58 of the Public Acts of Michigan of 1995 (MCL 324.80176(1), MSA 13A.80176(1)) or former section 73, or a law of another state substantially corresponding to section 80176(1) of Act No. 58 of the Public Acts of Michigan of 1995 (MCL 324.80176(1), MSA 13A.80176(1)) or former section 73.

State Law reference— Similar provisions, MCL 324.80177, MSA 13A.80177.

Sec. 90-80. - Penalties for violation of section 90-78(c).

- (a) If a person is convicted of violating subsection (c) of section 90-78, the following apply:
 - (1) Except as otherwise provided in subsections (a)(2) and (a)(3) of this section, the person is guilty of a misdemeanor, punishable by one or more of the following:
 - a. Community service for not more than 45 days.
 - b. Imprisonment for not more than 90 days.
 - c. A fine of not more than \$300.00.
 - (2) If the violation occurs within seven years of one prior conviction, the person shall be sentenced to both a fine of not less than \$200.00 or more than \$500.00, and either of the following:
 - a. Community service for a period of not less than ten days or more than 90 days, and may be sentenced to imprisonment for not more than 90 days.
 - b. Imprisonment for not more than 90 days, and may be sentenced to community service for not more than 90 days.
 - (3) If the violation occurs within ten years of two or more prior convictions, the person shall be sentenced to both a fine of not less than \$200.00 or more than \$500.00, and either of the following:

- a. Community service for a period of not less than ten days or more than 90 days, and may be sentenced to imprisonment for not more than 90 days.
 - b. Imprisonment for not more than 90 days, and may be sentenced to community service for not more than 90 days.
- (b) In addition to the sanctions prescribed in subsection (a) of this section, the court may, pursuant to the code of criminal procedure, Act No. 175 of the Public Acts of Michigan of 1927 (MCL 760.1 et seq., MSA 28.841 et seq.), order the person to pay the costs of the prosecution. The court shall also impose sanctions under sections 80185 and 80186 of Act No. 58 of the Public Acts of Michigan of 1995 (MCL 324.80185 et seq., MSA 13A.80185 et seq.).
- (c) A person sentenced to perform service to the community under this section shall not receive compensation, and shall reimburse the township for the cost of supervision incurred by the township as a result of the person's activities in that service.
- (d) As used in this section, the term "prior conviction" means a conviction for a violation of section 80176(1), (3), (4), or (5) of Act No. 58 of the Public Acts of Michigan of 1995, former section 171(1), (3), (4), or (5) of Act No. 301 of the Public Acts of Michigan of 1992 (MCL 281.1171(1), (4) or (5), MSA 18.1287(171), (1), (4) or (5)), former section 73 of Act No. 303 of the Public Acts of Michigan of 1967 (MCL 281.1073, MSA 18.1287(73)), former section 73b of Act No. 231 of the Public Acts of Michigan of 1982 (MCL 281.1073b, MSA 18.1287(73b)), a local ordinance substantially corresponding to section 80176(1) of Act No. 58 of the Public Acts of Michigan of 1995 (MCL 324.80176(1), MSA 13A.80176(1)), former section 73, or former section 73b, or a law of another state substantially corresponding to section 80176(1), (3), (4), or (5), former section 73, or former section 73b.

State Law reference— Similar provisions, MCL 324.80178, MSA 13A.80178.

Secs. 90-82—90-95. - Reserved.

ARTICLE III. - REGULATIONS FOR SPECIFIC LAKES

Sec. 90-96. - Speed limits for certain areas of Belleville Lake.

- (a) *Definitions.* All words and phrases used in this section shall be construed and have the same meanings as those words and phrases defined in Act No. 303 of the Public Acts of Michigan of 1967 (MCL 281.1008, MSA 18.1287(8)), as amended.
- (b) *Operation of vessels; speed limit.* On the waters of Belleville Lake, section 24, T3S, R7E, and sections 14, 19, 20, 21, 22, 23, 24, 28, 29, and 30, T3S, R7E in the township, it is unlawful, at any time, to operate a vessel at a speed in excess of 40 miles per hour (64 kilometers per hour).
- (c) *Penalty for violation of section.* Violations of this section are a misdemeanor and may be punished by a fine not to exceed \$100.00, together with costs of

prosecution or imprisonment in the county jail or such other place of detention as the court may prescribe, for a period not to exceed 90 days, or such fine, costs of prosecution and imprisonment, at the discretion of the court.

(Ord. No. 8-27-85, §§ 1, 2, 4, eff. 10-4-85)

State Law reference— Similar provisions, MCL 324.80146, MSA 13A.80146.

Sec. 90-97. - Denton Road Bridge and Belleville Road Bridge; speed limits; penalty for violation of section.

- (a) On the waters of that portion of Belleville Lake in the township, within 100 feet of the Denton Road Bridge, no operator of any motorboat shall exceed a slow-no wake speed.
- (b) On the waters of that portion of Belleville Lake in the township, within 100 feet of the Belleville Road Bridge, no operator of any motorboat shall exceed a slow-no wake speed.
- (c) Violations of the provisions of this section shall be punishable by a fine of not more than \$100.00 for such offense or imprisonment in the county jail for a period not to exceed 90 days, or both such fine and imprisonment.

(Ord. No. 7-25-67, §§ 1—3, eff. 9-8-67)

State Law reference— Similar provisions, MCL 324.80146, MSA 13A.80146.

Effective Date

This amendment shall become effective upon publication in a newspaper of general circulation within the Charter Township of Van Buren.

THIS ORDINANCE IS HEREBY DECLARED TO HAVE BEEN ADOPTED BY THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF VAN BUREN, COUNTY OF WAYNE, STATE OF MICHIGAN, AT A REGULAR MEETING, CALLED AND HELD ON THE _____ day of _____, 2017.

YEAS (in favor of amendment): _____

NAYS (opposed to amendment): _____

ABSENT: _____

I hereby approve the foregoing Ordinance.

Kevin McNamara,

Supervisor, Charter Township of Van Buren

Leon Wright,
Clerk, Charter Township of Van Buren

Adopted: _____
Published: _____
Effective: _____

Chapter 90 - WATERWAYS^[1]

Footnotes:

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Cross reference— Excavation of ponds, § 42-211 et seq.; offenses and miscellaneous provisions, ch. 58.

State Law reference— Marine safety, MCL 324.80101 et seq., MSA 13A.80101 et seq.

ARTICLE I. - IN GENERAL

Sec. 90-1. – Definitions A-C

As used in this part:

(a) "Airboat" means a motorboat that is propelled, wholly or in part, by a propeller projecting above the water surface.

(b) "Alcoholic liquor" means that term as defined in section 1d of the Michigan vehicle code, 1949 PA 300, MCL 257.1d.

(c) "Anchored rafts" means all types of nonpowered rafts used for recreational purposes that are anchored seasonally on waters of this state.

(d) "Associated equipment" means any of the following that are not radio equipment:

(i) An original system, part, or component of a boat at the time that boat was manufactured, or a similar part or component manufactured or sold for replacement.

(ii) Repair or improvement of an original or replacement system, part, or component.

(iii) An accessory or equipment for, or appurtenance to, a boat.

(iv) A marine safety article, accessory, or equipment intended for use by a person on board a boat.

(e) "Boat" means a vessel.

(f) "Boat livery" means a business that holds a vessel for renting, leasing, or chartering.

(g) "Boating safety certificate" means any of the following:

(i) The document issued by the department under part 802 that certifies that the individual named in the document has successfully completed a boating safety course and passed an examination approved and administered as required under section 80212.

(ii) A document issued by the United States coast guard auxiliary or United States power squadron that certifies that the individual named in the document has successfully completed a United States coast guard auxiliary course concerning boating safety.

(iii) A written rental agreement provided to an individual named in the rental agreement entered into under section 44522 only on the date or dates indicated on the rental agreement while the named individual is operating a personal watercraft leased, hired, or rented from a boat livery.

(h) "Boating safety course" means a course that meets both of the following requirements:

(i) Provides instruction on the safe operation of a personal watercraft that meets or exceeds the minimum course content for boating or personal watercraft education established by the national association of state boating law administrators education committee (October 1996), a province of the commonwealth of Canada, or another country.

(ii) Is approved by the department.

(i) "Controlled substance" means that term as defined in section 7104 of the public health code, 1978 PA 368, MCL 333.7104.

(j) "Conviction" means a final conviction, the payment of a fine, a plea of guilty or nolo contendere if accepted by the court, a finding of guilt, or a probate court or family division disposition on a violation of this part, regardless of whether the penalty is rebated or suspended.

State Law reference— Similar provisions MCL 324.80101

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Sec. 90-2. – Definitions D to L.

As used in this part:

(a) "Dealer" means a person and an authorized representative of that person who annually purchases from a manufacturer, or who is engaged in selling or manufacturing, 6 or more vessels that require certificates of number under this part.

(b) "Identification document" means any of the following:

(i) A valid Michigan operator's or chauffeur's license.

(ii) A valid driver's or chauffeur's license issued by an agency, department, or bureau of the United States or another state.

(iii) An official identification card issued by an agency, department, or bureau of the United States, this state, or another state.

(iv) An official identification card issued by a political subdivision of this state or another state.

(c) "Issuing authority" means the United States coast guard or a state that has a numbering system approved by the United States coast guard.

(d) "Law of another state" means a law or ordinance enacted by any of the following:

(i) Another state.

(ii) A local unit of government in another state.

(iii) Canada or a province or territory of Canada.

(iv) A local unit of government in a province or territory of Canada.

(e) "Lifeboat" means a small boat designated and used solely for lifesaving purposes, and does not include a dinghy, tender, speedboat, or other type of craft that is not carried aboard a vessel for lifesaving purposes.

(f) "Long-term incapacitating injury" means an injury that causes serious impairment of a body function.

State Law reference— Similar provisions MCL 324.80102

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Sec. 90-3. – Definitions M to O.

As used in this part:

(a) "Manufacturer" means a person engaged in any of the following:

(i) The manufacture, construction, or assembly of boats or associated equipment.

(ii) The manufacture or construction of components for boats and associated equipment to be sold for subsequent assembly.

(iii) The importation of a boat or associated equipment into the state for sale.

(b) "Marine law" means this part, a local ordinance adopted in conformity with this part, or a rule promulgated under this part.

(c) "Marine safety act" means former Act No. 303 of the Public Acts of 1967.

(d) "Marine safety program" means marine law enforcement, search and rescue operations, water safety education, recovery of drowned bodies, and boat livery inspections.

(e) "Michigan vehicle code" means Act No. 300 of the Public Acts of 1949, being sections 257.1 to 257.923 of the Michigan Compiled Laws.

(f) "Motorboat" means a vessel propelled wholly or in part by machinery.

(g) "Operate" means to be in control of a vessel while the vessel is under way and is not secured in some manner such as being docked or at anchor.

(h) "Operator" means the person who is in control or in charge of a vessel while that vessel is underway.

(i) "Owner" means a person who claims or is entitled to lawful possession of a vessel by virtue of that person's legal title or equitable interest in a vessel.

State Law reference— Similar provisions MCL 324.80103

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Sec. 90-4. — Definitions P to W.

As used in this part:

(a) "Highly restricted personal information" means an individual's photograph or image, social security number, digitized signature, and medical and disability information.

(b) "Passenger" means a person carried on board, attached to, or towed by a vessel, other than the operator.

(c) "Peace officer" means any of the following:

(i) A sheriff.

(ii) A sheriff's deputy.

(iii) A deputy who is authorized by a sheriff to enforce this part and who has satisfactorily completed at least 40 hours of law enforcement training, including training specific to this part.

(iv) A village or township marshal.

(v) An officer of the police department of any municipality.

(vi) An officer of the Michigan state police.

(vii) The director and conservation officers employed by the department.

(d) "Personal information" means information that identifies an individual, including an individual's driver identification number, name, address not including zip code, and telephone number, but does not include information on watercraft operation and equipment-related violations or civil infractions, operator or vehicle registration status, accidents, or other behaviorally-related information.

(e) "Personal watercraft" means that term as defined in 40 CFR 1045.801.

(f) "Political subdivision" means any county, metropolitan authority, municipality, or combination of those entities in this state. If a body of water is located in more than 1 political subdivision, all of the subdivisions shall act individually in order to comply with this part, except that if the problem is confined

to a specific area of the body of water, only the political subdivision in which the problem waters lie shall act.

(g) "Port" means left, and reference is to the port side of a vessel or to the left side of the vessel.

(h) "Prior conviction" means a conviction for any of the following, whether under a law of this state, a local ordinance substantially corresponding to a law of this state, a law of the United States substantially corresponding to a law of this state, or a law of another state substantially corresponding to a law of this state:

(i) A violation or an attempted violation of section 80176(1), (3), (4), (5), (6), or (7), except that only 1 violation or attempted violation of section 80176(6), a local ordinance substantially corresponding to section 80176(6), or a law of another state substantially corresponding to section 80176(6), or a law of the United States substantially corresponding to section 80176(6) may be used as a prior conviction other than for enhancement purposes as provided in section 80178a(1)(b).

(ii) Negligent homicide, manslaughter, or murder resulting from the operation of a vessel or an attempt to commit any of those crimes.

(iii) Former section 73, 73b, or 171(1) of the marine safety act.

(i) "Probate court or family division disposition" means the entry of a probate court order of disposition or family division order of disposition for a child found to be within the provisions of chapter XIIA of the probate code of 1939, 1939 PA 288, MCL 712A.1 to 712A.32.

(j) "Prosecuting attorney", except as the context requires otherwise, means the attorney general, the prosecuting attorney of a county, or the attorney representing a political subdivision of government.

(k) "Regatta", "boat race", "marine parade", "tournament", or "exhibition" means an organized water event of limited duration that is conducted according to a prearranged schedule.

(l) "Slow—no wake speed" means a very slow speed whereby the wake or wash created by the vessel would be minimal.

(m) "Starboard" means right, and reference is to the starboard side of a vessel or to the right side of the vessel.

(n) "State aid" means payment made by the state to a county for the conduct of a marine safety program.

(o) "Undocumented vessel" means a vessel that does not have, and is not required to have, a valid marine document issued by the United States coast guard or federal agency successor to the United States coast guard.

(p) "Uniform inspection decal" means an adhesive-backed sticker created by the department that is color-coded to indicate the year that it expires and is attached to a vessel in the manner prescribed for

decals in section 80122 when a peace officer inspects and determines that the vessel complies with this part.

(q) "Use" means operate, navigate, or employ.

(r) "Vessel" means every description of watercraft used or capable of being used as a means of transportation on water.

(s) "Waters of this state" means any waters within the territorial limits of this state, and includes those waters of the Great Lakes that are under the jurisdiction of this state.

(t) "Waterways account" means the waterways account established in section 2035.

State Law reference— Similar provisions MCL 324.80104

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Sec. 90-15. - Arrest without warrant; cases in which arrested person arraigned by magistrate or judge.

If a person is arrested without a warrant for any of the following, the arrested person shall, without unreasonable delay, be arraigned by a magistrate or judge who is within the county in which the offense charged is alleged to have been committed, who has jurisdiction of the offense, and who is nearest or most accessible with reference to the place where the arrest is made:

(a) The person is arrested upon a charge of negligent homicide.

(b) The person is arrested under MCL 324.80176(1), (3), (4), or (5), or a local ordinance substantially corresponding to MCL 324.80176(1) or (3).

(c) The person is arrested under MCL 324.80147 or a local ordinance substantially corresponding to MCL 324.80147. If in the existing circumstances it does not appear that releasing the person pending the issuance of a warrant will constitute a public menace, the arresting officer may proceed as provided by MCL 324.80168.

State Law reference— Similar provisions MCL 324.80167.

Sec. 90-16. - Arrest without warrant; notice to appear in court; time; place; appearance; acceptance of pleas.

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(a) When a person is arrested without a warrant for a violation of this part punishable as a misdemeanor, or of a provision of any local ordinance or rule established in conformity with this part, under conditions not referred to in MCL 324.80167, the arresting officer shall prepare in duplicate a written notice to appear in court containing the name and address of the person, the offense charged, and the time and place when and where the person shall appear in court. If the arrested person so demands, he or she shall be arraigned by a magistrate or a district court judge as provided in MCL 324.80167 in lieu of being given the notice.

(b) The time specified in the notice to appear shall be within a reasonable time after the arrest unless the person arrested demands an earlier hearing.

(c) The place specified in the notice to appear shall be before a magistrate or a district court judge who is within the township or county in which the offense charged is alleged to have been committed and who has jurisdiction of the offense.

(d) Appearance may be made in person, by representation, or by mail. When appearance is made by representation or mail, the magistrate or the district court judge may accept the plea of guilty or not guilty for purposes of arraignment, with the same effect as though the person personally appeared before him or her. The magistrate or the district court judge, by giving notice 5 days prior to the date of appearance, may require appearance in person at the time and place designated in the notice.

State Law reference— Similar provisions MCL 324.80168.

Sec. 90-17. - Arrest without warrant; nonresidents; recognizance; receipt and summons; failure to appear; deposit of money; report; embezzlement.

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(a) If a person not a resident of this state is arrested without a warrant for a violation of this part under conditions not referred to under MCL 324.80167, the officer making the arrest, upon demand of the arrested person, shall immediately take the person for arraignment by a magistrate or a district court judge in the vicinity to answer to the complaint made against him or her. If a magistrate or a district court judge is not available or an immediate trial cannot be had, the person arrested may recognize to the officer for his or her appearance by leaving with him or her not more than \$200.00.

(b) The officer making the arrest shall give a receipt to the person arrested for the money deposited with him or her under subsection (a), together with a written summons as provided in MCL 324.80168.

(c) If the offender fails to appear as required, the deposit shall be forfeited as in other cases of default in bail, in addition to any other penalty provided in this part.

(d) Not more than 48 hours after taking a deposit under this section, the officer shall deposit the money with the magistrate or the district court judge named in the notice to appear, together with a report stating the facts relating to the arrest. Failure to make the report and deposit the money is embezzlement of public money.

State Law reference— Similar provisions MCL 324.80169.

Sec. 90.18. - Violation by officer, magistrate, or district court judge as misconduct in office; removal from office; applicability and construction of MCL 324.80168 and 324.80169.

(a) Any officer, magistrate, or district court judge violating MCL 324.80168 or MCL 324.80169 is guilty of misconduct in office and is subject to removal from office.

(b) MCL 324.80168 and MCL 324.80169 govern all peace officers in making arrests without a warrant for violations of this part and do not prevent the execution of a warrant for the arrest of the person as in other cases of misdemeanors when it may be necessary.

State Law reference— Similar provisions MCL 324.80170.

Sec. 90-18. - Violation of Chapter or rules; penalties.

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Unless otherwise specified under this Chapter, a violation of this part or rules promulgated under this Chapter is a misdemeanor. A political subdivision having adopted a local ordinance in conformity with this Chapter may provide that any violation of the ordinance is a misdemeanor. Any person convicted of reckless operation of a vessel as defined in MCL 324.80147, or of operating a motorboat while under the influence of alcoholic liquor or narcotic drugs, or with any amount of a controlled substance listed in schedule 1 under section 7212 of the public health code, 1978 PA 368, MCL 333.7212, or a rule promulgated under that section, or of a controlled substance described in section 7214(a)(iv) of the public health code, 1978 PA 368, MCL 333.7214, in his or her body, in addition to any other penalty, may be refused by the court having jurisdiction of the violation the right of operating any motorboat on any of the waters of this state for a period of not more than 2 years.

Secs. 90-19—90-25. - Reserved.

ARTICLE II. - BOAT AND WATER SAFETY^[2]

Footnotes:

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State Law reference— Marine safety, MCL 324.80101 et seq., MSA 13A.80101 et seq.

DIVISION 1. - GENERALLY

Sec. 90-26. - Inspection by a peace officer.

(a) Upon the direction of a peace officer, the operator of a vessel moving on the waters of this township shall immediately bring the vessel to a stop or maneuver it in a manner that permits the peace officer to come beside the vessel. The operator of the vessel and any person on the vessel shall do the following upon the request of the peace officer:

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- (1) Provide his correct name and address.
- (2) Exhibit the certificate of number awarded for the vessel.
- (3) If the vessel does not bear a decal described in subsection (3) of section 80166 of the Public Acts of Michigan of 1995 (MCL 324.80166(a)(3), MSA 13A.80166(3)), submit to a reasonable

inspection of the vessel and to a reasonable inspection and test of the equipment of the vessel.

- (b) A peace officer shall not stop and inspect a vessel bearing the decal described in MCL 324.80166a or an equivalent decal issued by or on behalf of another state during the period the decal remains in effect unless that peace officer has a reasonable suspicion that the vessel or the vessel's operator is in violation of a marine law or is otherwise engaged in criminal activity.
- (c) A person who is detained for a violation of this part or of a local ordinance substantially corresponding to a provision of this part and who furnishes a peace officer false, forged, fictitious, or misleading verbal or written information identifying the person as another person is guilty of a misdemeanor.
- (d) A peace officer who observes a marine law violation or the commission of a crime may immediately arrest the person without a warrant or issue to the person a written or verbal warning.

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State Law reference— Similar provisions, MCL 324.80166, MSA 13A.80166.

Secs. 90-27—90-50. - Reserved.

DIVISION 2. - DISPLAY REQUIREMENTS

Sec. 90-51. — ~~Numbering~~ Conditions to operation of vessels; violation; fine.

- (1) Except as otherwise provided in this part, a person shall not operate or give permission for the operation of a vessel of any length on the waters of this state unless the fees prescribed in section 80124 for the vessel are paid, the certificate of number assigned to the vessel is on board and is in full force and effect, and, except for the following, the identifying number and decal are displayed on each side of the forward half of the vessel in accordance with this part and the rules promulgated by the department under this part:
 - (a) A decal and identifying numbers for a wooden hull and historic vessel as that term is defined in section 80124 may be displayed in the manner described in section 80126(2).
 - (b) A decal for an inflatable boat may be displayed on the transom of the boat.
- (2) If a vessel is actually numbered in another state of principal use in accordance with a federally approved numbering system, it is in compliance with the numbering requirements of this state while it is temporarily being used in this state. This subsection applies to a vessel for which a valid temporary certificate is issued to the vessel's owner by the issuing authority of the state in which the vessel is principally used.
- (3) If a vessel is removed to this state as the new state of principal use, a number awarded by any other issuing authority is valid for not more than 60 days before numbering is required by this state.
- (4) A person who violates this section is responsible for a state civil infraction and may be ordered to pay a civil fine of not more than \$500.00.

- (a) ~~Each number required by sections 80122 and 80124 of Act No. 58 of the Public Acts of Michigan of 1995 (MCL 324.80122, 324.80124, MSA 13A.80122, 13A.80124) shall meet all of the following requirements:~~
- ~~(1) Be painted on or permanently attached to each side of the forward half of the vessel or motorboat, except as allowed by subsections (b) or (c) of this section.~~
 - ~~(2) Be in plain vertical block characters of not less than three inches in height.~~
 - ~~(3) Contrast with the color of the background and be distinctly visible and legible.~~
 - ~~(4) Have spaces or hyphens that are equal to the width of the letter "M" between the letter and number groupings (example: MC 0000 AA or MC 0000 AA).~~
 - ~~(5) Read from left to right.~~
 - ~~(6) Be as high above the water line as practical.~~
- (b) ~~When a vessel or motorboat is used by a manufacturer or dealer for testing or demonstrating, the number may be painted on or attached to removable plates that are temporarily but firmly attached to each side of the forward half of the vessel or motorboat.~~
- (c) ~~On vessels or motorboats so configured that a number on the hull or superstructure would not be easily visible, the number must be painted on or attached to a backing plate that is attached to the forward half of the vessel or motorboat so that the number is visible from each side of the vessel or motorboat.~~

State Law reference— Similar provisions, MCL 324.80122 et seq., MSA 13A.80122 et seq.

Sec. 90-52. —Validation decals Exemption.

- (a) ~~The validation decal required by section 80124 of Act No. 58 of the Public Acts of Michigan of 1995 (MCL 324.80124, MSA 13A.80124) shall meet the following requirements:~~
- ~~(1) Be permanently attached to each side of the forward half of the motorboat or vessel.~~
 - ~~(2) Be approximately three inches square.~~
 - ~~(3) Indicate the year in which the decal expires by the colors, blue, international orange, green, and red, in rotation beginning with blue for decals that expire in 1973 (examples: decal expires December 31, 1973—blue; expires December 31, 1974—international orange; expires December 31, 1975—green; expires December 31, 1976—red; expires December 31, 1977—blue, etc.).~~
 - ~~(4) Be displayed on each side of the motorboat or vessel three inches beyond the last letter of the assigned number and on the same stroke or level as the number.~~
- (b) ~~When a validation decal is lost, destroyed, or defaced, the owner of the motorboat or vessel shall apply to the secretary of state for a duplicate.~~

State Law reference— Similar provisions, MCL 324.80122, MSA 13A.80122.

(1) The owner of a vessel is not required to pay a fee and a vessel is not required to be numbered and to display a decal under this part if the vessel is 1 or more of the following:

(a) Used temporarily on the waters of this state and the owner and the vessel are from a country other than the United States.

(b) A vessel that is owned by the United States, used in the public service for purposes other than recreation, and clearly identifiable as such a vessel.

(c) A vessel's lifeboat.

(d) An all-terrain vehicle not used as a vessel.

(e) A raft, sailboard, surfboard, or swim float.

(f) A vessel 16 feet or less, propelled by hand either with oars or paddles, and not used for rental or other commercial purposes.

(g) A nonmotorized canoe or kayak not used for rental or other commercial purposes.

(2) The owner of a vessel documented by the United States coast guard or a federal agency that is the successor to the United States coast guard shall comply with this part, including the payment of fees as provided in this part. However, the vessel shall not be required to display numbers under this part.

(3) This part does not prohibit the numbering of an undocumented vessel pursuant to this part upon request by the owner, even though the vessel is exempt from the numbering requirements of this part.

State Law reference— Similar provisions, MCL 324.80123.

Sec. 90-53. - Application for certificate of number; certificate of title; 15-day permit; fee; "the length of vessel" defined; tax exemption; issuance; delinquent fee or tax; penalty; retention of certificate of number on shore; contents of lease or rental agreement; painting or attaching number; assigning block of numbers; federally documented vessel; decal; issuance of original certificate of number, numbering renewal decal, or other renewal device; numbering system; registration; issuance of certificate of number; historic vessel; refund to owner of nonmotorized canoe or kayak; refund and computation of fee.

(a) Except as otherwise provided in this section, the owner of a vessel required, pursuant to sections 80122 and 80123, to be numbered and to display a decal shall file an application for a certificate of number with the secretary of state. The secretary of state shall prescribe and furnish certificate of title application forms. If a vessel requiring a certificate of title under part 803 is sold by a dealer, that dealer shall combine the application for a certificate of number that is signed by the vessel owner with the application for a certificate of title. The dealer shall obtain the certificate of number in the name of the owner. The application for a certificate of number shall include a certification. The owner of the vessel shall sign the application or, if the application is filed electronically, provide information requested by the secretary of state to verify the owner's identity. A person shall not file an application for a certificate of number that contains false information. A dealer who fails to submit an application as required by this section is guilty of a misdemeanor, punishable by imprisonment for not more than 90 days, or a fine of not more than \$100.00, or both.

(b) A dealer who submits an application for a certificate of number as provided in subsection (1) may issue to the owner of the vessel a 15-day permit, on forms prescribed by the secretary of state, for the use of the vessel while the certificate of number is being issued.

(c) A dealer may issue a 15-day permit, on a form prescribed by the secretary of state, for the use of a vessel purchased in this state and delivered to the purchaser for removal to a place outside of this state, if the purchaser certifies by his or her signature that the vessel will be registered and primarily used and stored outside of this state and will not be returned to this state by the purchaser for use or storage. A certificate of number shall not be issued for a vessel holding a permit under this subsection.

(d) A 15-day permit issued under subsection (b) or (c) shall not be renewed or extended.

(e) A person shall operate or permit the operation of a vessel for which a 15-day permit has been issued under this section only if the permit is valid and displayed on the vessel as prescribed by rule promulgated by the department under this part.

(f) Except as otherwise provided in this section, an applicant shall pay the following fee at the time of application:

(1) A 15-day permit issued under subsection (3).. \$ 10.00

(2) Nonpowered vessels, other than nonmotorized canoes or kayaks..... 9.00

(3) Nonmotorized canoes or kayaks..... 5.00

(4) Motorboats less than 12 feet in length..... 14.00

(5) Motorboats 12 feet or over but less than 16 feet in length..... 17.00

(6) Motorboats 16 feet or over but less than 21 feet in length..... 42.00

(7) Motorboats 21 feet or over but less than 28 feet in length..... 115.00

(8) Motorboats 28 feet or over but less than 35 feet in length..... 168.00

(9) Motorboats 35 feet or over but less than 42 feet in length..... 244.00

(10) Motorboats 42 feet or over but less than 50 feet in length..... 280.00

(11) Motorboats 50 feet in length or over..... 448.00

(12) Pontoon vessels regardless of size..... 23.00

(13) Motorized canoes regardless of size..... 14.00

(14) Vessels licensed under part 473..... 15.00

(15) Vessels carrying passengers for hire that are in compliance with part 445, or under federal law;

and vessels carrying passengers and freight or freight only and owned within this state or hailing from a port within this state..... 45.00

(g) As used in this section, "the length of a vessel" means the distance from end to end over the deck, excluding the longitudinal upward or downward curve of the deck, fore and aft. For a pontoon boat, length of a vessel means the length of its deck, fore and aft.

(h) Payment of the fee specified in this section exempts the vessel from the tax imposed under the general property tax act, 1893 PA 206, MCL 211.1 to 211.155.

(i) Upon receipt of an initial application for a certificate of number in approved form and payment of the required fee, the secretary of state shall enter the information upon the official records and issue to the applicant a certificate of number containing the number awarded to the vessel, the name and address of the owner, and other information that the secretary of state determines necessary. The secretary of state shall issue a certificate of number that is pocket size and legible. Except as provided in subsection (m), a person operating a vessel shall present that vessel's certificate of number to a peace officer upon the peace officer's request.

(j) If a check or draft payable to the secretary of state under this part is not paid on its first presentation, the fee or tax is delinquent as of the date the draft or check was tendered. The person tendering the check or draft remains liable for the payment of the fee or tax and a penalty.

(k) Upon determining that a fee or tax required by this part has not been paid and remains unpaid after reasonable notice and demand, the secretary of state may suspend a certificate of number.

(l) If a person who tenders a check or draft described in subsection (10) fails to pay the fee or tax for which the check or draft was tendered within 15 days after the secretary of state gives him or her notice that the check or draft described in subsection (10) was not paid on its first presentation, the secretary of state shall assess and collect a penalty of \$5.00 or 20% of the check or draft, whichever is larger, in addition to the fee or tax.

(m) The owner or authorized agent of the owner of a vessel less than 26 feet in length that is leased or rented to a person for noncommercial use for not more than 24 hours may retain, at the place from which the vessel departs or returns to the possession of the owner or the owner's representative, the certificate of number for that vessel if a copy of the lease or rental agreement is on the vessel. Upon the demand of a peace officer, the operator shall produce for inspection either the certificate of number or a copy of the lease or rental agreement for that vessel. The lease or rental agreement shall contain each of the following:

- (1) The vessel number that appears on the certificate of number.
- (2) The period of time for which the vessel is leased or rented.
- (3) The signature of the vessel's owner or that person's authorized agent.

(4) The signature of the person leasing or renting the vessel.

(n) Upon receipt of a certificate of number for a vessel, the owner of that vessel shall paint on or attach in a permanent manner to each side of the forward half of the vessel the number identified in the certificate of number, in the manner prescribed by rules promulgated by the department. The secretary of state shall assign to the owner of vessels for rent or lease a block of numbers sufficient to number consecutively all of that owner's rental or lease vessels. The owner shall maintain the numbers in a legible condition. A vessel documented by the United States coast guard or a federal agency that is the successor to the United States coast guard is not required to display numbers under this part but shall display a decal indicating payment of the fee prescribed in subsection (f), and shall otherwise be in compliance with this part. This subsection does not apply to a nonpowered vessel 12 feet or less in length.

(o) Upon receipt of an application for a certificate of number in an approved form and payment of the fee required by this part, the secretary of state shall issue a decal that indicates that the vessel is numbered in compliance with this part. The decal shall be color-coded and dated to identify the year of its expiration. The department shall promulgate a rule or rules to establish the manner in which the decal is to be displayed. A person who operates a vessel in violation of a rule promulgated to implement this subsection is responsible for a state civil infraction and may be ordered to pay a civil fine of not more than \$500.00.

(p) A decal is valid for a 3-year period that begins on April 1 and expires on March 31 of the third year. An original certificate of number may be issued up to 90 days before April 1. A numbering renewal decal or other renewal device may be issued up to 90 days before the expiration of a certificate.

(q) Upon receipt of a request for renewal of a decal and payment of the fee prescribed in subsection (f), the secretary of state shall issue to the applicant a decal as provided in subsection (o). A person who operates a vessel for which no decal was issued as required under this section or for which a decal has expired is responsible for a state civil infraction and may be ordered to pay a civil fine of not more than \$500.00.

(r) The numbering system adopted under this part shall be in accordance with the standard system of numbering established by the secretary of the department in which the United States coast guard operates.

(s) An agency of this state, a political subdivision of this state, or a state supported college or university of this state that owns a vessel that is required to be numbered under this part shall register that vessel and upon payment of either of the following shall receive from the secretary of state a certificate of number for that vessel:

(1) A fee of \$3.00 for a vessel that is not used for recreational, commercial, or rental purposes.

(2) The fee required under subsection (6) for a vessel that is used for recreational, commercial, or rental purposes.

(t) The secretary of state shall, upon receipt of payment of the fee required under subsection (s), issue a certificate of number for each vessel subject to subsection (s).

(u) A vessel that is 30 years of age or older and not used other than in club activities, exhibitions, tours, parades, and other similar activities is a historic vessel. The secretary of state shall make available to the public application forms for certificates of number for historic vessels and, upon receipt of a completed application form and fee, shall number a historic vessel as a historic vessel. The fee for the numbering of a historic vessel is 1/3 of the otherwise applicable fee specified in subsection (f).

(v) The secretary of state shall refund to the owner of a vessel registered under this part all of the registration fee paid for that vessel under this section if all of the following conditions are met during the period for which the registration fee was paid:

(1) The owner transfers or assigns title or interest in the registered vessel before placing the decal issued under subsection (o) on the vessel.

(2) The owner surrenders the unused decal to the secretary of state within 30 days after the date of transfer or assignment.

(w) The secretary of state shall refund to the surviving spouse of a deceased vessel owner the registration fee paid under this part, prorated on a monthly basis, upon receipt of the decal issued under subsection (o) or evidence satisfactory to the secretary of state that the decal issued under subsection (o) has been destroyed or voided.

(x) If the secretary of state computes a fee under this part that results in a figure other than a whole dollar amount, the secretary of state shall round the figure to the nearest whole dollar.

State Law reference— Similar provisions, MCL 324.80124.

Sec. 90-54. - Dealer certificates of number and dealer decals.

(a) A dealer shall apply for and obtain from the secretary of state dealer certificates of number and dealer decals for each vessel of the dealer that is tested, demonstrated, or otherwise operated. Upon receipt of an application in a form approved by the secretary of state and payment of \$30.00 for each set of dealer certificates of number and dealer decals, the secretary of state shall issue to the applicant the dealer certificates of number and dealer decals. A single dealer certificate of number and dealer decal issued pursuant to this section may be used on only 1 vessel at a time.

(b) The operator of a vessel governed by this section shall do each of the following:

(1) Maintain the dealer certificate of number on board the vessel.

(2) Upon demand of a peace officer, display the dealer certificate of number.

(3) Permanently or temporarily display the identifying number and dealer decal on the vessel in accordance with rules promulgated by the department under this part.

(c) A person shall not operate a vessel numbered under this section unless the dealer is on board the vessel or the operator has the written authorization of the dealer to operate the vessel. A person shall

not use a vessel numbered under this section for commercial purposes that include the rental of the vessel or the carrying of passengers for hire on the vessel.

State Law reference— Similar provisions, MCL 324.80126.

Secs. 90-~~5355~~—90-65. - Reserved.

DIVISION 3. - OPERATING REQUIREMENTS

Sec. 90-66. - Operation—Generally.

A person operating or propelling a vessel upon the waters of this township shall operate it in a careful and prudent manner and at such a rate of speed so as not to endanger unreasonably the life or property of any person. A person shall not operate any vessel at a rate of speed greater than will permit him, in the exercise of reasonable care, to bring the vessel to a stop within the ensured clear distance ahead. A person shall not operate a vessel in a manner so as to interfere unreasonably with the lawful use by others of any waters. A person who violates this section is responsible for a municipal civil infraction and may be ordered to pay a civil fine of not more than \$500.00

State Law reference— Similar provisions, MCL 324.80145, MSA 13A.80145.

Sec. 90-67. - Same—Motorboats by children.

- (a) Except as otherwise provided in sub this section ~~(d) of this section~~, a person less than 12 years of age shall not operate a motorboat on the waters of this township unless ~~each~~ all of the following conditions ~~is~~ are met:
 - (1) He or she has been issued and is in possession of a boating safety certificate.
 - ~~(12)~~ He or she is under the direct supervision of a person on board the motorboat who is 16 years of age or older.
 - ~~(23)~~ The motorboat he or she operates is powered by a motor totaling no more than 35 horsepower.
- (b) Except as otherwise provided in subsection (d) ~~subsection (d)~~ of this section, a person 12 through 15 years of age may operate a motorboat on the waters of this township only if that person complies with either of the following:
 - (1) He or she is accompanied by at least one person 16 years of age or older.
 - (2) He or she is in possession of a boating safety certificate issued after he or she has satisfactorily completed a department of natural resources approved course in boating safety.
- (c) ~~A person 12 through 15 years of age operating a motorboat pursuant to subsection (b)(2) of as described in this section shall present the boating safety certificate issued to him or her upon the demand of any peace officer.~~
- (d) This section does not apply to the operation of a motorboat that is powered by a motor totaling no more than six horsepower.

- (e) Beginning July 1, 2012, a person who is born on or after July 1, 1996 shall not operate a motorboat on the waters of this township unless the person has been issued and is in possession of a boating safety certificate.

State Law reference— Similar provisions, MCL 324.80141, MSA 13A.80141.

Sec. 90-68. - Operation of vessels; rules; violation; fine. ~~Wearing of personal flotation device by child.~~

- (a) When vessels are being operated in such a manner as to make collision imminent or likely, the following apply:
- (1) When 2 vessels are approaching each other head-on, or nearly so, the operator of each shall cause his or her vessel to pass on the port side of the other.
 - (2) When overtaking a vessel proceeding in the same direction, the operator of the overtaking vessel, unless it is not feasible to do so, shall pass on the port side of the vessel ahead.
 - (3) When 2 vessels are approaching each other at right angles or obliquely so as to involve risk of collision, other than when 1 vessel is overtaking another, the operator of the vessel that has the other on his or her own port side shall hold his or her course and speed, and the operator of the vessel that has the other on his or her own starboard side shall give way to the other by directing his or her course to starboard so as to cross the stern of the other vessel or, if necessary to do so, shall slacken his or her speed, stop, or reverse.
 - (4) When a motorboat and a vessel under sail are proceeding in a manner that involves a risk of collision, the operator of the motorboat shall give way to the vessel under sail.
 - (5) When a motorboat and a vessel not propelled by sail or mechanical means are proceeding in a manner that involves risk of collision, the operator of the motorboat shall give way to the other vessel.
 - (6) When, by any of the rules provided in this section, the operator of a vessel is required to give way to the other, the operator of the other vessel shall maintain his or her direction and speed.
- (b) This section does not relieve the operator of a vessel otherwise privileged by this section from the duty to operate with due regard for the safety of all persons using the waters of this state.
- (c) A person who violates this section is responsible for a municipal civil infraction and may be ordered to pay a civil fine of not more than \$500.00.
- ~~(a) **Required.** A person shall not operate a vessel on the waters of this township unless each person in an open deck area on board the vessel who is less than six years of age is wearing a type I or type II personal flotation device, as described in R 281.1234 of the Michigan Administrative Code.~~
- ~~(b) **Responsibility of parent or guardian.** A parent or guardian of a child less than six years of age who accompanies that child on board a vessel shall ensure that the child is wearing a personal flotation device that complies with this section.~~
- ~~(c) **Civil fine.** A person who violates this section is subject to a civil fine of not more than \$100.00.~~

State Law reference— Similar provisions, MCL 324.80142, MSA 13A.80142.

Sec. 90-69. - Reckless operation by operator or person being towed.

- (a) If a person carelessly and heedlessly operates a vessel upon the waters of this township in disregard of the rights or safety of others, or without due caution and circumspection, or at a rate of speed or in a manner that endangers or is likely to endanger a person or property, that person is guilty of reckless operation of a vessel and is subject to the penalties described in subsection (c) of this section.
- (b) If a person who, while being towed on water skis, water sled, surfboard, or a similar contrivance upon the waters of this township, carelessly and heedlessly navigates, steers, or controls himself in disregard of the rights or safety of others, or without due caution and circumspection and in a manner that endangers or is likely to endanger a person or property, that person is guilty of reckless operation of the contrivance that he or she controls, and is subject to the penalties described in subsection (c) of this section.
- (c) Upon a person's conviction under this section, the court may issue an order prohibiting that person from operating a vessel on the waters of this township for a period of not more than two years. Upon a person's subsequent conviction under this section, the court shall order that person to participate in and complete a marine safety educational program approved by the department of natural resources. An order issued pursuant to this subsection is in addition to any other penalty authorized under this article.

State Law reference— Similar provisions, MCL 324.80147, MSA 13A.80147.

Sec. 90-70. - Operating motorboat at more than slow—no wake speed; prohibitions; exceptions
Bow riding.

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- (a) Subject to the exceptions described in subsection (b) of this section, a person shall not operate a motorboat at more than slow-no wake speed if any of the following circumstances exist:
 - (1) A person is located on or in the bow of the motorboat, and that motorboat is not manufactured to provide bow seating.
 - (2) A person or portion of a person's body extends beyond the exterior port or starboard wall of the hull of the motorboat.
- (b) This section does not apply to either of the following:
 - (1) A person engaged in the operation of a sailboat that is not being powered by a motor.
 - (2) A person on board a vessel who is attempting to anchor, moor, dock, or otherwise secure the vessel.

State Law reference— Similar provisions, MCL 324.80148, MSA 13A.80148.

Sec. 90-71. - Counterclockwise operation.

Persons operating vessels on the waters of this township in areas not marked by well-defined channels, canals, rivers or stream courses shall operate in a counterclockwise fashion insofar as it is reasonably possible. Such persons and persons being towed on water skis, water sleds, kites, surfboards or similar contrivances shall maintain a distance of 100 feet from any dock, raft, buoyed or occupied bathing area, or vessel moored or at anchor, except when the vessel is proceeding at a slow-no wake

speed or when water skiers are being picked up or dropped off, if such operation is otherwise conducted with due regard to the safety of persons and property and in accordance with the laws of this state.

State Law reference— Similar provisions, MCL 324.80149, MSA 13A.80149.

Sec. 90-72. - Restricted areas.

A person shall not operate a vessel on any of the waters of this township within a lawfully authorized restricted area clearly marked by buoys, beacons or other distinguishing devices as being prohibited to vessels.

State Law reference— Similar provisions, MCL 324.80150, MSA 13A.80150.

Sec. 90-73. - Divers and diver's flag.

Any person diving or submerging in any of the waters of this township with the aid of a diving suit or other mechanical diving device shall place a buoy or boat in the water at or near the point of submergence. The buoy or boat shall bear a red flag not less than 14 inches by 16 inches with a 3½-inch white stripe running from one upper corner to a diagonal lower corner. The flag shall be in place only while actual diving operations are in progress. A vessel shall not be operated within 200 feet of a buoyed diver's flag unless it is involved in tendering the diving operation. A person diving shall stay within a surface area of 100 feet of the diver's flag.

State Law reference— Similar provisions, MCL 324.80155, MSA 13A.80155.

Sec. 90-74. - Towing—During prohibited hours.

- (a) An operator of any vessel shall not have in tow or otherwise be assisting in the propulsion of a person on water skis, water sled, surfboard or other similar contrivance during the period of one hour after sunset to one hour prior to sunrise.
- (b) A person shall not permit himself or herself to be towed on water skis or on a water sled, surfboard, or similar contrivance in violation of this part. Any person permitting himself to be towed on water skis, water sled, surfboard or similar contrivance in violation of any of the provisions of this article is guilty of a misdemeanor.
- (c) A person who violates this section is responsible for a municipal civil infraction and may be ordered to pay a civil fine of not more than \$500.00.

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State Law reference— Similar provisions, MCL 324.80151, MSA 13A.80151.

Sec. 90-75. - Same—Persons.

- (a) Except as otherwise provided in this section, a person shall not operate a vessel on the waters of this state while towing or otherwise assisting a person being towed unless both of the following conditions are met:

- (1) A person capable of communicating to the vessel operator the condition and needs of the person being towed or assisted is on board the vessel and positioned to observe the person being towed or assisted.
- (2) The person being towed is wearing the proper type I, type II, or type III personal flotation device, as applicable. The wearing of an inflatable personal flotation device does not satisfy this requirement.
- (b) A person who violates subsection (1) is responsible for a state civil infraction and may be ordered to pay a civil fine of not more than \$100.00.
- (c) A person shall not permit himself or herself to be towed or otherwise assisted by a vessel on the waters of this state unless he or she complies with the conditions listed in subsection (1).
- (d) A person who violates subsection (3) who is 16 years of age or older is responsible for a state civil infraction and may be ordered to pay a civil fine of not more than \$100.00.
- (e) Subsections (a) and (c) do not apply to any of the following:
 - (1) A person who operates or who is towed by a vessel used by a ski school in the giving of instructions or a vessel used in sanctioned ski tournaments, competitions, expositions, or trials if the vessel is equipped with a 170-degree wide-angle rearview mirror affixed in a manner that will permit the operator to observe the progress of the person being towed.
 - (2) A person being towed by a motorboat less than 16 feet in length that is actually operated by the person being towed if the vessel is constructed to be incapable of carrying the operator in or on the motorboat.
 - (3) A vessel operator or the person being towed if the vessel operator is towing a person preparing for a specific water ski tournament and if all of the following conditions are met:
 - (i) The vessel operator is certified as provided in subsection (6).
 - (ii) The person being towed is certified as provided in subsection (7).
 - (iii) Towing is conducted so that, on average, not more than 1 vessel approaches within 300 feet of the towing vessel during any 5-minute period.
 - (iv) The vessel is equipped with all of the following:
 - (A) A center-mounted tow pylon.
 - (B) A large clear rearview mirror capable of allowing the vessel operator to distinguish hand signals at a distance of 75 feet.
 - (C) Markings that identify the vessel as a vessel that is being operated in conformance with this subdivision.
- (f) The department shall adopt standards for water ski tournament boat operation established by U.S.A. water ski in "Trained Boat Driver Program", April 1997, and by the American water ski association in "Drivers' Policy Manual". However, the department may promulgate rules providing for alternative standards under the administrative procedures act of 1969, 1969 PA 306, MCL 24.201 to 24.328. The department shall certify each individual who satisfies the standards described in this subsection as a tournament water ski vessel operator and issue proof of that certification to the individual.

- (g) The department shall adopt standards for tournament water skiers established by the Michigan water ski association in "Guidelines for Training Permit Eligibility", proposed revision 125 of 1996. However, the department may promulgate rules providing for alternative standards under the administrative procedures act of 1969, 1969 PA 306, MCL 24.201 to 24.328. The department shall certify each individual who satisfies the standards described in this subsection as a tournament water skier and issue proof of that certification to the individual.
- (h) The Michigan water ski association shall provide annually to the department and the Michigan sheriffs association both of the following:
 - (1) A list of the individuals whom the organization considers qualified for tournament water skiing.
 - (2) The names of not more than 3 bodies of water on which each of those individuals may be authorized to practice for tournament water skiing.
- (i) The department shall specify the body or bodies of water upon which a water skier may practice upon each certificate issued under subsection (7).
- ~~(a) A person shall not operate a vessel on the waters of this township if he is towing or otherwise assisting a person on water skis or on a water sled, aquaplane, surfboard or other similar contrivance, unless a person, capable of communicating to the vessel operator the condition and needs of the person being towed or assisted, is on board the vessel and positioned to observe the person being towed.~~
- ~~(b) Subsection (a) of this section does not apply to vessels used by duly constituted ski schools in the giving of instructions, or to vessels used in sanctioned ski tournaments, competitions, expositions or trials. Vessels described in this subsection shall be equipped with a 170-degree wide-angle rearview mirror affixed in a manner that will permit the operator to observe the progress of the person being towed.~~
- ~~(c) This section does not apply to motorboats less than 16 feet in length actually operated by the person being towed and so constructed as to be incapable of carrying the operator in or on the motorboat.~~

State Law reference— Similar provisions, MCL 324.80152, MSA 13A.80152.

Sec. 90-76. - Sitting, standing and walking on vessels.

Any occupant or operator of any vessel underway on the waters of this township shall not sit, stand or walk upon any portion of the vessel not specially designed for such purpose, except when immediately necessary for the safe and reasonable navigation or operation of the vessel.

State Law reference— Similar provisions, MCL 324.80153, MSA 13A.80153.

Sec. 90-77. - Operation of personal watercraft.

- ~~(a) *Personal flotation devices.* A person shall not operate a personal watercraft on the waters of the township unless each person riding on or being towed behind the vessel is wearing a type I, II, or type III personal flotation device, as described in R 281.1234 of the Michigan Administrative Code.~~

- ~~(b) *Vessels with lanyard-type engine cutoff switch.* While operating a personal watercraft equipped by the manufacturer with a lanyard-type engine cutoff switch on the waters of the township, a person shall have the lanyard attached to his person, clothing, or personal flotation device as is appropriate for the specific vessel.~~
- ~~(c) *Prohibited hours.* A person shall not operate a personal watercraft on the waters of the state between the hours from sunset to sunrise.~~
- ~~(d) *Maneuvering.* A personal watercraft shall at all times be operated in a reasonable and prudent manner. Maneuvers that unreasonably or unnecessarily endanger life, limb, or property including, but not limited to, weaving through congested vessel traffic, jumping the wake of another vessel unreasonably or unnecessarily close to the other vessel or when visibility around the other vessel is obstructed, and swerving at the last possible moment to avoid a collision, constitute reckless operation of a vessel, as provided in section 90-69.~~
- ~~(e) *Carrying of persons.* A person shall not operate a personal watercraft on the waters of the state carrying more persons than the vessel is designed to carry. Carrying more persons than the vessel is designed to carry is prima facie evidence of reckless operation of a watercraft under section 90-69.~~
- ~~(f) *Keeping safe distances.* A person operating a personal watercraft on the waters of the township shall maintain a distance of 100 feet from any dock, raft, buoyed or occupied bathing area, or shall not cross within 150 feet behind another vessel, other than a personal watercraft, that is traveling at a speed greater than slow-no wake speed.~~
- ~~(g) *Age of operators.* A person under the age of 12 shall not operate a personal watercraft on the waters of the state. A person 12 through 15 years of age may operate a personal watercraft on the waters of the state only when accompanied by a person 16 years of age or older or without adult supervision when in possession of a boating safety certificate in compliance with section 90-67.~~
- ~~(h) *Owner not to allow violation of subsection (g).* The owner of a personal watercraft or a person having charge over or control of a personal watercraft shall not authorize or knowingly permit the personal watercraft to be operated in violation of subsection (g) of this section.~~
- ~~(i) *Professional exhibitions, regattas and races.* This section does not apply to a performer engaged in a professional exhibition or a person preparing to participate or participating in a regatta, race, marine parade, tournament, or exhibition held in compliance with this article.~~

~~State Law reference—~~ Similar provisions, MCL 324.80143, MSA 13A.80143.

Sec. 90-7877. - Speed limits.

- (a) On waters of this township for which a motorboat speed limit is not established under subsection (1) of section 80146 of Act No. 58 of the Public Acts of Michigan of 1995 (MCL 324.80146, MSA 13A.80146), or on any waters for which the department of natural resources has not established an unlimited motorboat speed limit, or on any waters for which stricter speed restrictions are not established pursuant to an act, a maximum speed limit of 55 miles per hour is established, except in an emergency and except for authorized peace and conservation officers when engaged in official duties. The maximum speed limit of 55 miles per hour shall not apply to the Great Lakes and Lake St. Clair, except for an area within one mile of the shoreline, measured at a right angle from the shoreline.

(b) A person shall not operate a motorboat on the waters of this township at a speed greater than slow-no wake speed or the minimum speed necessary for the motorboat to maintain forward movement when within 100 feet of the shoreline where the water depth is less than three feet, as determined by vertical measurement, except in navigable channels not otherwise posted.

(c) A person operating a motorboat in violation of this section is ~~guilty responsible of for reckless operation of a motorboat, punishable as provided in section 80171 of Act No. 58 of the Public Acts of Michigan of 1995 (MCL 324.80171, MSA 13A.80171)~~ a municipal civil infraction and may be ordered to pay a civil fine of not more than \$500.00, unless 1 of the following conditions exists:

(1) The requirements of this section have been waived as described under subsection (d)

(2) The person violates this section in a manner that constitutes reckless operation of a motorboat as described in Sec. 90-69.

(d) The department of natural resources may waive this section and MCL 324.80156 for marine events authorized by the department of natural resources under section 80164 of Act No. 58 of the Public Acts of Michigan of 1995 (MCL 324.80146, MSA 13A.80164).

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State Law reference— Similar provisions, MCL 324.8016480146, MSA 13A.80146.

Sec. 90-7978. - Operation of a vessel while under the influence of intoxicating liquors and/or controlled substances.

(a) A person shall not operate a vessel on the waters of this township if any of the following applies:

(1) The person is under the influence of intoxicating liquor or a controlled substance, or both.

(2) The person has a blood alcohol content of 0.08 percent or more by weight of alcohol.

(3) The person has in his or her body any amount of a controlled substance listed in schedule 1 under section 7212 of the public health code, 1978 PA 368, MCL 333.7212, or a rule promulgated under that section, or of a controlled substance described in section 7214(a)(iv) of the public health code, 1978 PA 368, MCL 333.7214.

(b) The owner of a vessel or a person in charge or in control of a vessel shall not authorize or knowingly permit the vessel to be operated on the waters of this township by a person who is under the influence of intoxicating liquor or a controlled substance, or both, or who has a blood alcohol content of 0.08 percent or more by weight of alcohol.

(c) A person shall not operate a vessel on the waters of this township when, due to the consumption of an intoxicating liquor or a controlled substance, or both, the person's ability to operate the vessel is visibly impaired. If a person is charged with violating subsection (a) of this section, a finding of guilty under this subsection may be rendered.

(Ord. No. 2-16-16(7), eff. 3-24-16)

State Law reference— Similar provisions, MCL 324.80176, MSA 13A.80176.

Sec. 90-8079. - Penalties for violation of section 90-7978(a) or (b).

(a) If a person is convicted of violating subsection (a) of section 90-79, the following apply:

- (1) Except as otherwise provided in subsection (a)(2) of this section, the person is guilty of a misdemeanor and shall be punished by one or more of the following:
 - a. Community service for not more than 45 days.
 - b. Imprisonment for not more than 90 days.
 - c. A fine of not less than \$100.00 or more than \$500.00.
- (2) If the violation occurs within seven years of a prior conviction, the person shall be sentenced to both a fine of not less than \$200.00 or more than \$500.00 and either of the following:
 - a. Community service for not less than ten days or more than 90 days, and may be imprisoned for not more than 90 days.
 - b. Imprisonment for not less than 48 consecutive hours or more than 90 days, and may be sentenced to community service for not more than 90 days.
- (b) A term of imprisonment imposed under subsection (a)(2)b of this section shall not be suspended. A person sentenced to perform service to the community under this section shall not receive compensation and shall reimburse the township for the cost of supervision incurred by the township as a result of the person's activities in that service.
- (c) In addition to the sanctions prescribed under subsection (a) of this section, the court may, pursuant to the code of criminal procedure, Act No. 175 of the Public Acts of Michigan of 1927 (MCL 760.1 et seq., MSA 28.841 et seq.), order the person to pay the costs of the prosecution. The court shall also impose sanctions under sections 80185 and 80186 of Act No. 58 of the Public Acts of Michigan of 1995 (MCL 324.80185 et seq., MSA 13A.80185 et seq.).
- (d) A person who is convicted of violating subsection (b) of section 90-79 is guilty of a misdemeanor, punishable by imprisonment for not more than 90 days, or a fine of not less than \$100.00 or more than \$500.00, or both.
- (e) As used in this section, the term "prior conviction" means a conviction for a violation of section 80176(1), (4), or (5) of Act No. 58 of the Public Acts of Michigan of 1995 (MCL 324.80176(1), (4), (5), MSA 13A.80176(1), (4), (5), former section 171(1), (4), or (5) of Act No. 301 of the Public Acts of Michigan of 1992 (MCL 281.1171(1), (4) or (5), MSA 18.1287(171), (1), (4) or (5)) or former section 73 of Act No. 303 of the Public Acts of Michigan of 1967 (MCL 281.1073, MSA 18.1287(73)), a local ordinance substantially corresponding to section 80176(1) of Act No. 58 of the Public Acts of Michigan of 1995 (MCL 324.80176(1), MSA 13A.80176(1)) or former section 73, or a law of another state substantially corresponding to section 80176(1) of Act No. 58 of the Public Acts of Michigan of 1995 (MCL 324.80176(1), MSA 13A.80176(1)) or former section 73.

State Law reference— Similar provisions, MCL 324.80177, MSA 13A.80177.

Sec. 90-~~81~~80. - Penalties for violation of section 90-~~79~~78(c).

- (a) If a person is convicted of violating subsection (c) of section 90-79, the following apply:
 - (1) Except as otherwise provided in subsections (a)(2) and (a)(3) of this section, the person is guilty of a misdemeanor, punishable by one or more of the following:
 - a. Community service for not more than 45 days.
 - b. Imprisonment for not more than 90 days.

- c. A fine of not more than \$300.00.
- (2) If the violation occurs within seven years of one prior conviction, the person shall be sentenced to both a fine of not less than \$200.00 or more than \$500.00, and either of the following:
 - a. Community service for a period of not less than ten days or more than 90 days, and may be sentenced to imprisonment for not more than 90 days.
 - b. Imprisonment for not more than 90 days, and may be sentenced to community service for not more than 90 days.
- (3) If the violation occurs within ten years of two or more prior convictions, the person shall be sentenced to both a fine of not less than \$200.00 or more than \$500.00, and either of the following:
 - a. Community service for a period of not less than ten days or more than 90 days, and may be sentenced to imprisonment for not more than 90 days.
 - b. Imprisonment for not more than 90 days, and may be sentenced to community service for not more than 90 days.
- (b) In addition to the sanctions prescribed in subsection (a) of this section, the court may, pursuant to the code of criminal procedure, Act No. 175 of the Public Acts of Michigan of 1927 (MCL 760.1 et seq., MSA 28.841 et seq.), order the person to pay the costs of the prosecution. The court shall also impose sanctions under sections 80185 and 80186 of Act No. 58 of the Public Acts of Michigan of 1995 (MCL 324.80185 et seq., MSA 13A.80185 et seq.).
- (c) A person sentenced to perform service to the community under this section shall not receive compensation, and shall reimburse the township for the cost of supervision incurred by the township as a result of the person's activities in that service.
- (d) As used in this section, the term "prior conviction" means a conviction for a violation of section 80176(1), (3), (4), or (5) of Act No. 58 of the Public Acts of Michigan of 1995, former section 171(1), (3), (4), or (5) of Act No. 301 of the Public Acts of Michigan of 1992 (MCL 281.1171(1), (4) or (5), MSA 18.1287(171), (1), (4) or (5)), former section 73 of Act No. 303 of the Public Acts of Michigan of 1967 (MCL 281.1073, MSA 18.1287(73)), former section 73b of Act No. 231 of the Public Acts of Michigan of 1982 (MCL 281.1073b, MSA 18.1287(73b)), a local ordinance substantially corresponding to section 80176(1) of Act No. 58 of the Public Acts of Michigan of 1995 (MCL 324.80176(1), MSA 13A.80176(1)), former section 73, or former section 73b, or a law of another state substantially corresponding to section 80176(1), (3), (4), or (5), former section 73, or former section 73b.

State Law reference— Similar provisions, MCL 324.80178, MSA 13A.80178.

Secs. 90-82—90-95. - Reserved.

ARTICLE III. - REGULATIONS FOR SPECIFIC LAKES

Sec. 90-96. - Speed limits for certain areas of Belleville Lake.

- (a) *Definitions.* All words and phrases used in this section shall be construed and have the same meanings as those words and phrases defined in Act No. 303 of the Public Acts of Michigan of 1967 (MCL 281.1008, MSA 18.1287(8)), as amended.
- (b) *Operation of vessels; speed limit.* On the waters of Belleville Lake, section 24, T3S, R7E, and sections 14, 19, 20, 21, 22, 23, 24, 28, 29, and 30, T3S, R7E in the township, it is unlawful, at any time, to operate a vessel at a speed in excess of 40 miles per hour (64 kilometers per hour).
- (c) *Penalty for violation of section.* Violations of this section are a misdemeanor and may be punished by a fine not to exceed \$100.00, together with costs of prosecution or imprisonment in the county jail or such other place of detention as the court may prescribe, for a period not to exceed 90 days, or such fine, costs of prosecution and imprisonment, at the discretion of the court.

(Ord. No. 8-27-85, §§ 1, 2, 4, eff. 10-4-85)

State Law reference— Similar provisions, MCL 324.80146, MSA 13A.80146.

Sec. 90-97. - Denton Road Bridge and Belleville Road Bridge; speed limits; penalty for violation of section.

- (a) On the waters of that portion of Belleville Lake in the township, within 100 feet of the Denton Road Bridge, no operator of any motorboat shall exceed a slow-no wake speed.
- (b) On the waters of that portion of Belleville Lake in the township, within 100 feet of the Belleville Road Bridge, no operator of any motorboat shall exceed a slow-no wake speed.
- (c) Violations of the provisions of this section shall be punishable by a fine of not more than \$100.00 for such offense or imprisonment in the county jail for a period not to exceed 90 days, or both such fine and imprisonment.

(Ord. No. 7-25-67, §§ 1—3, eff. 9-8-67)

State Law reference— Similar provisions, MCL 324.80146, MSA 13A.80146.

Charter Township of Van Buren

REQUEST FOR BOARD ACTION

Agenda Item: _____

WORK STUDY MEETING DATE: 05/15/17

BOARD MTG. DATES: 05/16/17

Consent Agenda _____


New Business X _____

Unfinished Business _____

Public Hearing _____

ITEM (SUBJECT)	Medical Marihuana Cultivation Facilities Temporary Moratorium
DEPARTMENT	Planning & Economic Development
PRESENTER	Ron Akers, Director of Planning & Economic Development
PHONE NUMBER	734-699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

Agenda topic

ACTION REQUESTED	
To consider the extension of a resolution to place a temporary moratorium to defer the review of applications pertaining to Medical Marihuana Cultivation Facilities from May 20 th 2017 to December 20, 2017.	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
See attached letter dated May 5 th , 2017.	
BUDGET IMPLICATION	None
IMPLEMENTATION NEXT STEP	After adoption of the extended resolution it will be signed and placed on file in the Township Clerk's office.
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	N/A
ATTORNEY RECOMMENDATION	Attorney has reviewed resolution and is comfortable with language. (May be subject to Attorney/Client Privilege and not available under FOIA)
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	



Charter Township of Van Buren

BOARD OF TRUSTEES

SUPERVISOR
Kevin McNamara

CLERK
Leon Wright

TREASURER
Sharry A. Budd

TRUSTEE
Sherry A. Frazier

TRUSTEE
Kevin Martin

TRUSTEE
Reggie Miller

TRUSTEE
Paul D. White

May 5, 2017

Kevin McNamara
Township Supervisor
46425 Tyler Road
Van Buren Township, MI 48111

RE: Medical Marihuana Facilities Licensing Act

Supervisor McNamara,

Per our discussion this letter is a brief summary of what the Medical Marihuana Facilities Licensing Act, includes as well as what the Township's options are with regards to Medical Marihuana Facilities in Van Buren Township.

Current Regulations

The Township's current regulations for Medical Marihuana Facilities were adopted in June of 2016. During the review of what could/should be allowed there was confusion over what commercial/industrial uses could be allowed under the voter enacted Michigan Medical Marihuana Act of 2008. Based on other community's regulations and our review of the various court cases, attorney general opinions, etc. We recommended that the best course of action was to allow for Medical Marihuana Cultivation Facilities (a building other than the personal residence of a primary caregiver where one or more primary caregivers are cultivating medical marihuana) and prohibit dispensaries/provisioning centers. The Medical Marihuana Cultivation Facilities would be allowed in the M-2 (Industrial) zoning district and subject to a series of other regulations to limit their impact on adjacent properties.

Medical Marihuana Licensing Act

I have attached to this summary letter, the Michigan Municipal League's Fact Sheet on the Medical Marihuana Licensing Act and McKenna & Associates October 2016 bulletin regarding this legislation. Regarding land use regulation, the Medical Marihuana Facilities Licensing Act allows the Township to choose whether to allow any of the following medical marihuana facilities in its jurisdiction:

- A. Growers (i.e. cultivation facilities)
- B. Processors (i.e. creation of marihuana based products)
- C. Provisioning Centers (i.e. dispensaries)
- D. Secure Transporters
- E. Safety compliance facilities (i.e. marihuana testing labs)

The Township has to enact an Ordinance which allows these uses, but alternatively can also choose to not allow any of these uses in the Township.

Additionally, there are provisions in the law which would provide for additional taxes and fees to the Township from these facilities. These include

- A. Authorizes municipalities to charge an annual fee of up to \$5,000 on licensing marihuana facilities to defray administrative and enforcement costs.
- B. The state imposes a 3% excise tax on the retail sale of medical marihuana by licensed provisioning centers. The tax would go into a single fund administered by the State Treasurer, with 60% being returned to municipalities and counties using the following breakdown:
 - a. 25% to municipalities in which a marihuana facility is located.
 - b. 30% to counties in which a marihuana facility is located.
 - c. 5% to counties to be used to support the county sheriffs.

The 25% being shared with municipalities would be will be allocated in proportion to the number of facilities within its boundaries compared to the total number of facilities in the state, without regard for size or sales of each facility.

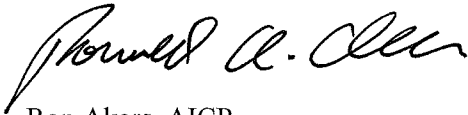
Please note that under the new law the state cannot issue licenses for these facilities until December of 2017, but because of our existing zoning regulations there could be opportunities for cultivation facilities to be approved in Van Buren Township before then.

Moving Forward

Further review and discussion with stakeholders is recommended to determine what course of action is best for Van Buren Township. Ultimately, this will be a policy decision made by the Township Board as to whether they want to allow any medical marihuana uses in the community or not. At this time Township staff is proposing a six-month extension of the current moratorium on medical marihuana cultivation facilities (which we currently allow) to evaluate and consider our new options offered by the Medical Marihuana Facilities Licensing Act. If the moratorium is approved, staff will work with the Supervisor's office, Public Safety, the Planning Commission, and legal counsel to develop a recommendation for the Township Board.

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

Sincerely,



Ron Akers, AICP
Director of Planning and Economic Development

Medical Marihuana Facilities Licensing Act

Introduction

On September 21, Governor Snyder signed a package of bills (2016 PA 281-283) that significantly expand the types of medical marihuana facilities permitted under state law, and establishes a licensing scheme similar to the scheme for liquor licenses. Notably, these bills do not require a state license to operate as a primary caregiver under the Michigan Medical Marihuana Act, nor do they allow municipalities to prohibit operation as a primary caregiver. The existing regulatory scheme regarding primary caregivers remains in effect.

Requirements under the new Act

Among other things, the legislation:

1. Legalizes the medical use of marihuana-infused products, commonly known as “edibles,” for purposes of state law.
2. Creates the Medical Marihuana Licensing Board within the Michigan Department of Licensing and Regulatory Affairs (LARA) to issue licenses for various medical marihuana facilities.
3. Requires an annual license for any of the following entities to operate a marihuana facility:
 - Growers—licensees that cultivate, dry, trim, or cure and package marihuana for sale to a processor or provisioning center. Registered patients and primary caregivers who lawfully cultivate marihuana in the quantities and for the purposes permitted under the Medical Marihuana Act are not considered “growers” under the new legislation.
 - Processors—licensees that purchase marijuana from a grower and extract resin from the marijuana or create a marijuana-infused product for sale and transfer in packaged form to a provisioning center.
 - Provisioning centers—licensees that purchase marihuana from a grower or processor and sell, supply, or provide marihuana to patients, directly or through the patient’s caregiver.
 - Secure transporters—licensees that store marihuana and transport it between marihuana facilities for a fee.
 - Safety compliance facilities—licensees that receive marihuana from a marihuana facility or primary caregiver and test it for contaminants and other substances.
4. Allows municipalities to choose whether to allow any of these marijuana facilities within their jurisdictions. If the municipality takes no action, none of the facilities are allowed. A municipality that wishes to allow these facilities must enact an ordinance explicitly authorizing them.
5. Authorizes municipalities to charge an annual fee of up to \$5,000 on licensed marihuana facilities to defray administrative and enforcement costs.
6. Authorizes municipalities to adopt ordinances relating to marihuana facilities within their jurisdiction, including zoning ordinances.
7. Prohibits municipalities from imposing regulations regarding the purity or pricing of marihuana or interfering or conflicting with statutory regulations for licensing marihuana facilities.
8. Requires municipalities to provide to the Medical Marihuana Licensing Board within 90 days after notice that a license application was filed: (a) a copy of any ordinance authorizing the marihuana facility, (b) a copy of any zoning regulation applicable to the facility, and (c) a description of any previous medical-marihuana related ordinance violation.
9. Exempts from FOIA disclosure any information a municipality obtains in connection with a license application.
10. Requires the state to establish a “seed to sale” computer tracking system to compile data regarding marihuana plants throughout the chain of custody from grower to patient. The system will be able to provide this data in real-time to local law enforcement agencies.

This publication was written by the law firm of Dickinson Wright.



Medical Marijuana in Michigan

WHAT HASN'T CHANGED?

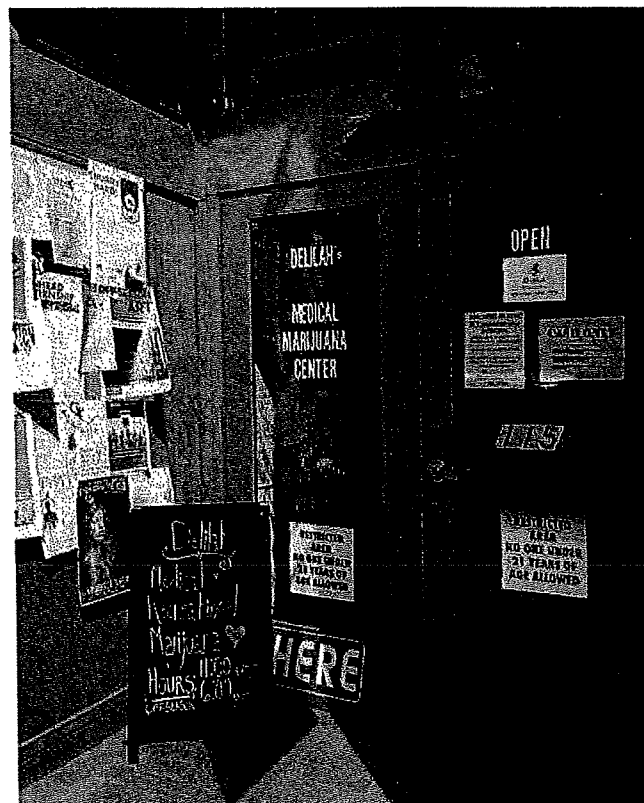
Initiated Law 1 of 2008, the Michigan Medical Marijuana Act, MCL 333.26421 *et seq.*, is unaffected by the new legislation. Patients and qualifying caregivers, as defined by the Act, continue to be protected from "arrest, prosecution, or penalty in any manner, or denial of any right or privilege, including, but not limited to civil penalty or disciplinary action by a business or occupational or professional licensing board or bureau for medicinal use or possession of marijuana." Medicinal use means:

The acquisition, possession, cultivation, manufacture, use, internal possession, delivery, transfer, or transportation of marijuana or paraphernalia relating to the administration of marijuana to treat or alleviate a registered patient's debilitating medical condition or symptoms associated with the debilitating medical condition.

Nonetheless, marijuana continues to be classified as a Schedule 1 drug under the Michigan Public Health Code, i.e. one that has high potential for abuse and has no accepted medical use in treatment in the United States or lacks accepted safety for use in treatment under medical supervision. Federal law continues to construe the possession and/or distribution of marijuana as a crime. The United States Supreme Court has ruled that, under the Constitution's Commerce Clause, Congress may ban the use of cannabis, even where states approve of its use. However, the current Department of Justice targets marijuana distributors only when they violate state and federal law.

WHAT HAS CHANGED?

On September 22, 2016, Governor Snyder signed three new bills that expand the regulatory framework affecting medical marijuana in Michigan. These are Public Acts 281-283 of 2016, which provide, respectively, for the licensing of "marijuana facilities," as defined therein, for the creation and use of marijuana-infused products (such as "edibles" and oils), and the tracking of medical marijuana from seed to sale. Of these, PA 281, the Medical Marijuana Facilities Licensing Act, MCL 333.27101 *et seq.*, is the one which will be of particular interest to local units of government, both because it provides a range of land uses that the state will be licensing, which a municipality may choose to allow within its jurisdiction, and because there are license fees, and potential tax-sharing revenue, available to municipalities related to those facilities. PA 281 will become effective on December 20, 2016, and it provides that licensing of marijuana facilities, by the State, will begin 360 days after its effective date, i.e. in December of 2017. Thus, municipalities also have about that long to consider what actions they would like to take in response to it, though proprietors will certainly want to be securing sites in anticipation.



MARIJUANA FACILITIES

PA 281 authorizes five kinds of marijuana facilities:

1. Class A-C Growers (500-1,500 plants);
2. Processors;
3. Secure Transporters;
4. Provisioning Centers (commonly called dispensaries); and
5. Safety Compliance Facilities (testing labs).

LOCAL REGULATION

A municipality may adopt an ordinance to authorize one or more of the five types of marijuana facilities within its boundaries and to limit the number of each type of marijuana facility, but shall not impose regulations regarding the purity or pricing of marijuana or interfering or conflicting with statutory regulations for licensing marijuana facilities.

TAXES AND FEES

Act 281 imposes a 3% excise tax on the retail sale of medical marijuana by licensed provisioning centers. This tax goes into a single fund administered by the State Treasury, with 60% being returned to municipalities and counties as follows:

- 25% to municipalities in which a marijuana facility is located;
- 30% to counties in which a marijuana facility is located;
- 5% to counties in which a marijuana facility is located, to be used exclusively to support the county sheriffs.

The "shared funds" to a municipality or county will be allocated in proportion to the number of facilities within its boundaries compared to the total number of facilities in the state, without regard for the size or sales of each facility.

Based upon the estimates of the Senate Fiscal Agency, municipalities in Michigan are expected to receive \$5.3 million annually in revenue from the excise tax, shared in proportion to the relative number of facilities that they have. In addition, the State has indicated its intention to apply the sales tax to the retail sales of medical marijuana.

Municipalities that choose to regulate marijuana facilities are also authorized to charge up to a \$5,000 annual license fee per facility to administer their regulatory program.

POLICY CONSIDERATIONS

Michigan municipalities face a host of policy considerations in response to the new law. The medical marijuana industry is likely to generate a great deal of economic activity. Communities must consider whether any of the newly licensed land uses fit the character of the community, and the values of its residents and other key stakeholders. Are there facilities in your community that might be rehabilitated if they are made available for marijuana facilities, which would otherwise not? Do you, as a community, feel that medical marijuana products should be readily accessible, at retail, to qualifying patients and caregivers in your community? Do you want to share in the excise tax revenue that the state will collect?

At the same time, there are unanswered questions regarding the interrelationship between the new law and the Michigan Zoning Enabling Act. Under the latter's exclusionary zoning prohibitions, will municipalities have a duty to provide for marijuana facilities if there is a demonstrated need? Regardless, if those facilities are to be allowed, where do they belong?

We are recommending that communities have an informed policy discussion regarding the approach they will take to the regulation of land uses associated with the new medical marijuana distribution system. Our planners are considering thoughtful ways for communities to address this new legislation and will assist you with that process. Contact Greg Elliott, AICP, or your McKenna planner for more information.

McKenna Associates provides community planning, landscape architecture, urban design, zoning, economic development, community relations, public participation, and municipal wireless services to more than 150 cities, counties, townships, villages and select private firms across the Midwest. For more about McKenna, call 888.226.4326 or visit mcka.com.

CHARTER TOWNSHIP OF VAN BUREN

RESOLUTION 2016 - 21

December 20, 2016

A RESOLUTION TO DEFER THE REVIEW OF APPLICATIONS PERTAINING TO MEDICAL MARIJUANA CULTIVATION FACILITIES

PREAMBLE

A resolution to defer the consideration and review of applications for uses, rezoning and/or for special land uses pertaining to medical marijuana cultivation facilities within Van Buren Township.

THE CHARTER TOWNSHIP OF VAN BUREN, WAYNE COUNTY, MICHIGAN, ORDAINS:

WHEREAS, Van Buren Township desires to secure the public safety, health, and welfare of the residents and property owners of the Township of Van Buren, Wayne County, Michigan, by providing for the regulation, control, and prohibition where necessary, of medical marijuana cultivation facilities within Van Buren Township.

WHEREAS, the State of Michigan in September of 2016, adopted the Medical Marijuana Facilities Licensing Act (PA 281-283 of 2016) which created new requirements for Medical Marijuana Facilities including, Growers, Processors, Provisioning Centers, Secure transporters, and Safety compliance facilities;

WHEREAS, Van Buren Township amended its Zoning Ordinance in June of 2016 to allow for and regulate medical marijuana cultivation facilities prior to the adoption of the Medical Marijuana Facilities Licensing Act (PA 281-283 of 2016).

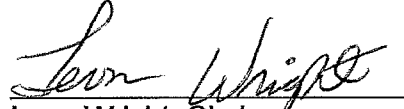
WHEREAS, the Van Buren Township Board of Trustees is currently studying the Medical Marijuana Facilities Licensing Act (PA 281-283 of 2016) to potentially revise the Van Buren Township Zoning Ordinance;

WHEREAS, the Van Buren Township Board of Trustees will require time to study how to regulate these uses under the Medical Marijuana Facilities Licensing Act (PA 281-283 of 2016) and recommends a six (6) month moratorium to allow it sufficient time to study and prepare any necessary ordinance amendments;

WHEREAS, continuing to allow medical marijuana cultivation facilities prior to any potential amendment of the Zoning Ordinance would be contrary to the goals of the current zoning ordinance and master plan;

Certification of Clerk

I, LEON WRIGHT, Clerk of Van Buren Township, Wayne County, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Moratorium established, which Resolution was adopted by the Van Buren Township Board at a meeting held on 12/20/16, 2016


Leon Wright, Clerk

12/20/16
Date

CHARTER TOWNSHIP OF VAN BUREN

RESOLUTION 2017 - 09

May 16, 2017

A RESOLUTION TO EXTEND THE MORATORIUM PASSED ON DECEMBER 20, 2016 TO DEFER THE REVIEW OF APPLICATIONS PERTAINING TO MEDICAL MARIJUANA CULTIVATION FACILITIES

PREAMBLE

A resolution to extend the moratorium passed on December 20, 2016, to defer the consideration and review of applications for uses, rezoning and/or for special land uses pertaining to medical marijuana cultivation facilities within Van Buren Township.

**THE CHARTER TOWNSHIP OF VAN BUREN, WAYNE COUNTY, MICHIGAN,
ORDAINS:**

WHEREAS, Van Buren Township desires to secure the public safety, health, and welfare of the residents and property owners of the Township of Van Buren, Wayne County, Michigan, by providing for the regulation, control, and prohibition where necessary, of medical marijuana cultivation facilities within Van Buren Township.

WHEREAS, the State of Michigan in September of 2016, adopted the Medical Marihuana Facilities Licensing Act (PA 281-283 of 2016) which created new requirements for Medical Marihuana Facilities including, Growers, Processors, Provisioning Centers, Secure transporters, and Safety compliance facilities;

WHEREAS, the State of Michigan is not currently accepting applications or issuing licenses for any medical marijuana facilities, and will likely not do so until December, 2017;

WHEREAS, Van Buren Township amended its Zoning Ordinance in June of 2016 to allow for and regulate medical marihuana cultivation facilities prior to the adoption of the Medical Marihuana Facilities Licensing Act (PA 281-283 of 2016).

WHEREAS, the Van Buren Township Board of Trustees is currently studying the Medical Marihuana Facilities Licensing Act (PA 281-283 of 2016) to potentially revise the Van Buren Township Zoning Ordinance;

WHEREAS, the Van Buren Township Board of Trustees will require time to study how to regulate these uses under the Medical Marihuana Facilities Licensing Act (PA 281-283 of 2016) and recommends an extension of the six (6) month moratorium to allow it sufficient time to study and prepare any necessary ordinance amendments;

WHEREAS, allowing the operation of medical marijuana cultivation facilities prior to any potential amendment of the Code of Ordinances would be contrary to the goals, of the current ordinances and master plan;

WHEREAS, Van Buren Township desires to ascertain the best and safest path to compliance with the Michigan Medical Marijuana Act, Being PA 2008; MCL 333.26421, *et. al.*, and the Medical Marijuana Facilities Licensing Act (PA 281-283 of 2016) in order to protect the public health, safety, and welfare;

WHEREAS, the Van Buren Township Board of Trustees has concluded that until the new laws are reviewed and ordinances are revised that it would be counter-productive if new development or expansion of development relating to medical marijuana cultivation facilities or a rezoning or special land use application for such type facilities were permitted to move forward. Therefore, the Van Buren Township Board of Trustees has determined that for this period that there shall be a deferral of consideration or review of any requests for new development, establishment and of the rezoning of property and special land uses for property pertaining to medical marijuana cultivation facilities.

THEREFORE, be it resolved that a moratorium is hereby declared effective from May 20, 2017 until December 20, 2017.

THEREFORE, be it further resolved that, for the period commencing on the date of this Resolution and terminating on December 20, 2017, there shall be no consideration or action taken by a Township entity, official, and/or agent on a proposal for the establishment of a medical marijuana establishment/facility in Van Buren Township and that during the moratorium medical marijuana establishments shall not be permitted in the Township.

CERTIFICATE

Upon the motion made by _____, and seconded by _____,
the above Resolution was adopted.

The following members voted:

Yeas:

Nays:

Absent/Abstain:

The Supervisor Declared the Resolution Adopted.

Kevin McNamara, Supervisor

Date

Certification of Clerk

I, LEON WRIGHT, Clerk of Van Buren Township, Wayne County, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Moratorium established, which Resolution was adopted by the Van Buren Township Board at a meeting held on _____, 2017.

Leon Wright, Clerk

Date

Charter Township of Van Buren

Agenda Item: _____

REQUEST FOR BOARD ACTION

WORK STUDY MEETING

DATE: 5/15/2017

Consent Agenda _____

New Business X _____

Unfinished Business _____

Public Hearing _____

ITEM (SUBJECT)	Discussion on Public Safety Towing Services
DEPARTMENT	Public Safety
PRESENTER	Police Chief Wright
PHONE NUMBER	734.699.8930
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

Agenda topic

ACTION REQUESTED	
To discuss and consider a Towing Services Agreement for the Public Safety Department.	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
The Van Buren Township's Board of Trustees has expressed interest in discussing towing services utilized by the Public Safety Department. Director Laurain and Police Chief Wright have drafted a Towing Services Agreement that has been approved by Township attorney McCauley. A fee structure is still being compiled.	
Attached is the proposed language for a Towing Services Agreement.	

BUDGET IMPLICATION	NA
IMPLEMENTATION NEXT STEP	
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	
ATTORNEY RECOMMENDATION	NA
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	None
APPROVAL OF SUPERVISOR	<u>Daniel Selman</u>

Towing Service Agreement

This agreement is entered into this ____ day of ____, 2017, by and between the Charter Township of Van Buren, whose address is 46425 Tyler Rd, Belleville MI (Township) and _____ Towing Recovery, who address is _____ (hereinafter Contractor).

1. Definitions:

- A. "Police Department" means the Township Police Department
- B. "Police Officer" means any sworn law enforcement officer employed by Van Buren Township.
- C. "Towing Company" means the Contractor and includes the owner(s) of the towing service and any and all employees, agents and representatives of said towing service.
- D. "Basic Road Service" means simple service to vehicles including requiring a jump start, gasoline, tire change, or air to inflate a spare tire.
- E. "Basic Tow" means the simple hook up and transport of a motor vehicle, not listed in F through I below.
- F. "Class A Towing" means towing of a motor vehicle (DOT Vehicle Classification Type: Light Duty Class 1 and Class 2) that requires no more than a Class A rated tow truck.
- G. "Class B Towing" means towing of a motor vehicle (DOT Vehicle Classification Type: Medium Duty Class 3 and Class 4) that requires no more than a Class B rated tow truck.
- H. "Class C Towing" means towing of a motor vehicle (DOT Vehicle Classification Type: Medium Duty Class 5 and Class 6) that requires no more than a Class C rated tow truck.
- I. "Class D Towing" means towing of a motor vehicle (DOT Vehicle Classification Type: Heavy Duty Class 7 and Class 8) that requires no more than a Class D rated tow truck.
- J. Motor vehicles are all vehicles including, by way of example, automobiles, trucks, trailers and motorcycles.

I. Towing Company

The Township hereby retains the Contractor as an independent contractor to operate towing, wrecker, and recovery related services as well as an impound facility for the storage of certain motor vehicles for the Township pursuant to the terms, conditions and specifications required by State law, Township ordinances and at the direction of the Township's Police Department.

The Contractor shall be solely responsible for all expenses incurred by the Contractor, its agents and employees in connection with the performance of this agreement and the operation of the towing/wrecker service and motor vehicle impoundment facility.

II. Duties/Responsibilities/Services

The Contractor shall manage and operate a wrecker/towing service and motor vehicle impoundment facility for the purpose of towing and storing all motor vehicles including tractor trailers directed to be towed and/or stored by the Police Department Police Officers.

The Contractor shall maintain a full service impoundment storage yard for the purpose of impounding and/or releasing of towed or stored motor vehicles within three (3) miles of the Township.

All motor vehicles impounded shall be stored in a well-lighted storage yard, fenced with all gates securely locked and a responsible person in charge of the business twenty-four (24) hours a day, three hundred sixty-five (365) days a year.

The Contractor shall maintain the impound storage yard in a clean and presentable condition and shall not allow paper or trash of any kind to accumulate upon the premises. The Contractor shall remove snow, ice and other obstructions from the driveway and/or adjacent sidewalks to the impound storage yard.

The Contractor shall operate and maintain its facility and operation in a manner that is acceptable to the Township. The Contractor shall additionally maintain and operate their facility in accordance with the laws of the State of Michigan and local ordinances.

The Contractor shall be capable of providing tow services twenty-four (24) hours a day and 365 days of the year for the Police Department. Additionally, the Contractor shall be open to the general public during normal business hours with a minimum of eight (8) hours a day Monday through Friday. Upon request by the Police Department, arrangements may be made to release vehicles on an individual basis outside normal business hours.

The Contractor is solely responsible for any damage to or theft of vehicles and/or personal property while such vehicle and/or personal property is stored on the Contractor's premises.

The Contractor shall maintain an effective means of communication with all trucks/drivers at all times. The Contractor shall maintain all equipment in a safe, well maintained and repaired and legal operating condition at all times.

The Contractor shall make its equipment and facilities available for inspection by the Township or its designee at any time during normal business hours without prior notice.

If the Contractor fails to maintain its equipment in good repair at any time during the term of this

agreement, the Township may immediately cancel this agreement.

The Contractor acknowledges that it is also their legal and definitive responsibility to properly clean up all debris in its entirety from all crash scenes and that normal clean up is part of the basic service. Clean up shall be done as efficiently and quickly as possible and shall include the removal of all crash related debris including debris from policing the scene. Clean up shall also include normal fluids used to operate a motor vehicle as well as floor dry or other similar products traditionally used to absorb liquids in order to make the roadway safe and passable.

Any items removed from a motor vehicle impounded by the Contractor on behalf of the Township Police Department shall be inventoried and stored in a locked, secured indoor area. A tag shall be affixed to the items indicating at a minimum the Police Department incident number.

For all motor vehicles towed or stored under this agreement, the Contractor will refrain from charging for any costs for towing, storage or expenses in excess of fees established and defined within the agreement. Charges other than those stated in the agreement will not be permitted. See attached pricing index, which index may be modified from time to time by the Police Department.

The Contractor shall provide without charge road service, tire changing and/or towing or storage for all Township owned or leased vehicles with a gross vehicle weight below 10,000 pounds within a 40-mile radius of the Township.

The Contractor agrees to store impounded motor vehicles as evidence without charge upon the request of the Police Department.

All motor vehicles impounded for investigative purposes, processing evidence and/or preserving evidence at the request of the Police Department shall be towed and stored in doors if requested by the Police Department. Any and all towing, storage and ancillary charges associated with an investigation shall be without charge to the Township.

The Contractor may not permit an owner of a motor vehicle to redeem an impounded vehicle or remove any of its contents without permission from the Police Department. Failure to comply with this section is grounds for termination of this agreement at the election of the Township.

The Contractor may not assert a lien for storage or service against the personal property found in a motor vehicle. A lien may be asserted only against a motor vehicle itself. The Contractor, with approval from the Police Department, will release personal property in the vehicle. Personal property is defined, as anything not attached to the vehicle either bolted in or directly wired into the motor vehicle. Approval shall be based upon a vehicle release form or phone authorization from the Police Department.

No fees shall be assessed to an individual victim for the following alleged crimes: homicide,

carjacking, criminal sexual conduct and robbery or other high level crimes as classified by the Police Department. For these crimes the Contractor will be paid by the Township consistent with a basic tow rate. No storage charges shall be applied to the Police Department. The Police Department will work to have a disposition of the alleged crimes in a timely manner.

Motor vehicles that are towed, held, and subsequently become the property of the Township through forfeiture or by other means shall not incur storage fees. These motor vehicles will be turned over to the Township or held on the Contractor's premises until the motor vehicles can be auctioned or disposed of.

Towing fees on said motor vehicles will be paid at the time the motor vehicle is removed from the impoundment storage yard.

Towing and storage fees will be fully waived by the Contractor in the following circumstances:

- A. A successful challenge in a court contesting the Police Department's actions referencing the motor vehicle impoundment. Any court or county prosecutor instruction will be strictly followed.
- B. Towing and/or storage fees will be waived when ordered under any circumstance by any court.
- C. Towing and/or storage fees will be waived when requested by the Police Department. Such requests are based on extenuating circumstances to be evaluated on a case-by-case basis at the sole discretion of the Police Department.

The Contractor will furnish prompt, safe, efficient and courteous service compliant with all applicable laws and regulations adequate to meet all the demands for its service during the terms of this agreement.

III. Timeliness

Requests for service received by the Contractor from the Township shall receive first response priority twenty four (24) hours per day, three hundred sixty-five (365) days per year.

If a call requesting service is canceled prior to the Contractor's wrecker actually providing service, the Township, the Police Department, or owner/operator of the motor vehicle, will not be obligated to compensate the Contractor.

In the event that:

(a) The Contractor notifies the Township that It cannot immediately handle the call, or (b) the Contractor does not respond to the call within a reasonable period of time after being notified by the Township, or (c) the Contractor, once on the scene, is unable to handle the tow in an expeditious manner, the Police Officer at the scene may request that another available towing company provide the needed service. If the Contractor is unable to respond and there is an emergency, the nearest available towing service may be utilized to right or stabilize motor vehicles

whether or not it is under contract with the Township.

If the Contractor fails to answer its telephone in person after ten (10) rings or if the Contractor indicates that it cannot immediately handle a call, the Township shall notify the Contractor in writing of noncompliance with this agreement. Upon the occurrence of three (3) such written notices within a twelve (12) month period, the Township shall have the right to immediately terminate this agreement.

The Contractor shall maintain a close supervisory watch over all employees and agents to ensure that they shall discharge their duties in a safe, courteous and efficient manner to maintain a high standard of safety and service to the public.

IV. List of Drivers

Prior to rendering services under this agreement, the Contractor shall provide the Police Department with a current list of its drivers. This list shall provide the full name, correct address, date of birth and drivers license number and a copy of the health card of each driver.

The Contractor shall provide the Police Department with a written update within five (5) business days of each and every time there is any change on this list.

The Contractor shall carry proper licensure of business and all vehicles meeting all the requirements of the State of Michigan and any applicable laws, rules, regulations and ordinances.

The Contractor agrees to maintain adequate staffing to insure prompt response to all Police Department requests to impound vehicles.

A background investigation will be conducted on the Contractor, all employees and agents of the Contractor, to which Contractor agrees.

The Contractor shall be licensed in accordance with the laws of the State of Michigan and shall have all equipment capable of towing all types of motor vehicles that travel upon the highways and roads located in the Township. The towing equipment shall be capable of up righting overturned motor vehicles, including but not limited to trucks and trailers. All equipment of the Contractor must be maintained in workable and good condition and repaired at the Contractor's sole expense. All tow equipment shall display the Contractor's name and phone number prominently and permanently.

The Contractor will maintain adequate staffing in order to ensure emergency response service as needed. At a minimum the Contractor will operate and maintain at least one (1) tow truck available to the Police Department at all times.

At a minimum, all tow trucks will be equipped with a broom, shovel, floor-dry and properly charged fire extinguisher.

All tow truck drivers, all Contractor employees and their representatives and agents will wear clean and compliant ANSI approved reflective clothing (ANSI/ISEA 107-2010) while conducting towing services for the Township.

All response times without exception shall be within twenty (20) minutes at all times. In the event response time exceeds 20 minutes, the Police Department reserves the right to contact an alternate towing service. If the Contractor repeatedly arrives on scene late, the Township may terminate this agreement.

At the scene or as soon as possible, the Contractor must provide the owner or operator of the motor vehicle with a business card listing the Contractor's name, address, phone number and business hours as well as a written list itemizing towing fees, storage rates, and other expenses that may be charged in accordance with this agreement. All invoices to customers must be itemized. Additionally, the Contractor must advise in writing the owner or operator of the requirements and conditions to remove all unattached personal property from the motor vehicle at the impoundment yard.

V. Private Property Vehicle Impounds

The Contractor shall contact the Police Department and provide a specific location, VIN number and plate number if available prior to removing any vehicle from private property. Additionally, the Contractor will contact the Police Department within twenty-four (24) hours of all private property impounds to complete a mandatory incident report.

VI. Records

The Contractor is subject to all applicable demands in the Van Buren Township Vehicle Towing policy VBPB 502 or other policies and procedure that may affect their delivery of service. The Contractor will be provided a copy of all such policies, procedures, protocols or directives and shall become knowledgeable of the requirements.

The Contractor shall retain copies of monthly audit reports, weekly inventory updates, redemption information and other related notices and reports throughout the term of this agreement plus one additional year. All reports shall be made available to the Township for inspection upon request.

MONTHLY AUDIT REPORTS shall contain:

1. All motor vehicles impounded
2. Reason for the impound
3. Date of impound
4. The license plate
5. The VIN number
6. Vehicle description

7. Current status of the motor vehicle — if the motor vehicle has been picked up or released the date will be recorded with an accurate disposition (e.g., owner picked up, sold at auction)
8. VBPD Incident Number
 - The monthly audit will cover a running status of all motor vehicles impounded within the past three (3) months and will be submitted to the Police Department by the 15th day of the month

WEEKLY INVENTORY REPORTS shall contain:

1. Motor vehicle description
2. Vin number
3. Plate number
4. Impound date
5. Length of time in storage
6. VBPD Incident Number

The weekly inventory report will cover all the motor vehicles currently in the Contractor's storage facility and identify if the Police Department has placed a hold on the motor vehicle. The weekly report will be submitted to the designated Township employee no later than 5:00 p.m. every Friday.

REDEMPTION REPORTS — Procedures or redemption of impounded motor vehicles and public sale of unredeemed motor vehicles must follow procedures outlined in State and Local law, including Public Act 104 of 1981 and any applicable local ordinances. The Contractor shall fully cooperate with any paperwork and procedures required or requested pursuant to this agreement by the Police Department.

DAILY LIST

The Contractor will provide a daily list to the Police Department - of all motor vehicles released from impoundment on that day.

During the term of this agreement the Township agrees to utilize the towing services and impoundment or storage facilities of the Contractor providing the owner or operator of said motor vehicle does not expressly select some other alternative and reasonable provider of services.

The Township will prepare, record and file all TR-52 Notices required by law. The Township will communicate the abandon status of a motor vehicle to the Contractor for assessment of the State required abandon vehicle fee, which shall be paid by the Contractor.

The Contractor agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and requirements that are now or may in the future become applicable to the Contractor's business or equipment for the work to be performed under this agreement.

The Contractor agrees to perform all work under this agreement efficiently and in accordance with the highest standards of the industry. The Contractor shall supervise and direct the work of its employees efficiently and with the best skill and attention in accordance with the standards of the industry. The Contractor will solely be responsible for the means, methods, techniques, sequences and procedures of completing the work under this agreement.

Any potential subcontractor that may be required for special services must be identified and approved by the Township prior to their use. Subcontractors will be held to the same terms and conditions listed in this agreement.

VII. COMPENSATION

In consideration of the services to be provided by the Contractor under this agreement as described in this Section below, the Contractor shall be paid amounts by the registered owner of the motor vehicle serviced as provided in this agreement or at the request of the Police Department.

Basic road service is simple service to vehicles requiring a jump start, gasoline, tire change, or air to inflate a spare tire.

Basic tow service shall include hook up for tow on or immediately adjacent to normally maintained right-of-way or maintained private road, drive, or parking lot, straight pulling winching, clean up at a collision scene requiring one employee to perform manual labor, and up to thirty (30) minutes on-scene standby.

Services not covered in the basic tow charge Include, but are not limited to, excess winching, the use of dollies, recovery, towing/stabilizing a motor vehicle that is located beyond roadside ditch and unusual clean up. Contractor must itemize all other potential fees in Paragraph 10, below.

Charges

1. Basic town and/or basic road service charge \$ xx
2. Base Class A tow service charge \$ xx
3. Base Class B tow service charge \$ xx
4. Base Class C tow service charge \$ xx
5. Base Class D tow service charge \$ xx
6. Mileage: Mileage shall not be for towing from the point of origin at any point in the Township. Towing from the point of origin to the Contractor's facility shall be no charge. \$4.25 per mile may be charged for mileage driven in excess of five (5) miles from the point of hook-up to any other

designated destination. All mileage charges shall be calculated based on one-way mileage.

- Storage: Class A Towing. \$ xx per day per unit that requires no more than a Class A rated tow truck.
 - Storage: Class B and C Towing \$ xx per day per unit that requires no more than a Class B or Crated tow truck.
 - Storage: Class D Towing \$3 xx per day per unit over 32' requiring a Class D rated tow truck.
7. Each trailer unit constitutes a separate unit for storage purposes.
 8. Storage charges shall not be assessed for the first twenty-four (24) hours of motor vehicle storage.
 9. No storage fees may be charged by the Contractor for any day the Contractor does not maintain and operate business hours.
 10. Reasonable fees in addition to the basic charge may be charged by Contractor for services performed in addition to the basic service as defined above:

a	Long Term storage rates	\$ xx
b	Extra Charge for Dollies	\$ xx
c	Extra Charge for Disconnecting Linkages	\$ xx
d	Extra Charge for winching (off roadway)	\$ xx
e	Extra Charge for flatbeds	\$ xx
f	Abandons off private property	\$ xx
h	Motorcycles	\$ xx
l	Non-Motorized, wheeled vehicle	\$ xx
J	Hourly rate for additional service	\$ xx
k	Drop Fees	\$ xx
l	Hazardous Materials Minimum case by case	\$xx
m	Clean up Minimum case by case	\$xx

11. The Contractor shall be responsible for providing verifiable documentation to substantiate and justify any charges in excess of either the base charge or storage charges set forth above.

VIII. Indemnification and Insurance

- A. The Contractor shall indemnify and defend the Township , the Police Department, and all other agencies and governmental bodies who have been contracted with the Township , their elected and appointed officials, boards, commissions, officers, agents, representatives servants, volunteers, and employees against any claim for any alleged personal injury, property damage or other loss or claim whatsoever incurred in connection with this agreement in whole or in part from negligent acts or omissions of the Contractor, or any statutory violation by the Contractor, its employees, agents, representatives, or subcontractors. Such indemnification shall include legal fees, expenses and costs.

- B. The Contractor shall procure and maintain the following insurance at its own expense during the term of this agreement that will protect, defend and indemnify the Township, the Police Department, and the parties named in the paragraph A immediately above from any alleged loss in connection with this agreement.
 - 1. Worker's Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$500,000 for each Incident.

 - 2. Comprehensive/Commercial General Liability Insurance (Garage Liability Form) covering products and completed operations and operation of non-owned and hired vehicles with a single limit of \$1,000,000 for each occurrence for bodily injury and property damage, including contractual liability.

 - 3. Garage Keepers' Legal liability Insurance covering motor vehicles in the care, custody, or control of the Contractor in the amount of at least \$50,000 on site and \$50,000 for comprehensive and collision.

 - 4. Automobile Liability Insurance covering all owned and leased vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual Liability insurance with a minimum combined limit of \$1,000,000 for each incident for bodily Injury and property damage. If split limits are provided, the per person bodily injury limit must be at least \$1,000,000.

- C. All insurance policies shall be issued by well rated companies licensed to do business in the State of Michigan and acceptable to the Township.

- D. The Contractor shall be responsible for payment of all deductibles, fees and cost contained in any insurance required in this agreement.

- E. The Contractor shall submit certificates of insurance to the Police Department for approval of compliance with the-above coverage prior to execution of this agreement. Certificates shall be sent to the Police Department, 46425 Tyler Rd, Belleville, MI 48111. No service shall be performed prior to the approval of the certificate by the Police Department. The certificates shall specifically name as additional insured the Township, Police Department, its officers, elected and appointed officials, employees, agents, representatives, boards, and commissions and all agencies contracting with the Township. The certificates shall provide for thirty (30) day written notice to the Police Department prior to cancellation of coverage.
- F. If the above-required insurance coverage is not maintained at any time during the term of this agreement or if any of the above required Insurance coverage expires without evidence of renewed coverage being submitted to the Police Department, this contract shall be subject to cancellation at the sole election of the Township.
- G. The Contractor assumes responsibility for complying with all applicable state and federal social security benefits and unemployment taxes for which It agrees to indemnify and protect the Township, the Police Department, and all other agencies and governmental bodies who have contracted with the Township against liability.

IX. COMPLAINTS BY TOWING COMPANY

- A. If the Contractor has any problem with or complaint about the Township, the Police Department, a Police Officer, or any employee of the Township, the Contractor shall reduce its complaint to writing and submit a copy to the Township and to the Police Department within five (5) business days of the event that triggers the problem or complaint. Correspondence shall be addressed to the Director of Public Safety or his designate of the Police Department, and to the Township Supervisor for the Township.
- B. Representatives of the Township, Police Department and Contractor shall meet as soon as reasonably possible to discuss the problem or complaint and attempt to arrive at a mutually agreeable resolution.

X. TERM OF AGREEMENT

- A. This agreement shall commence upon the execution date of this agreement by all parties and shall terminate at midnight on (remain open), unless terminated at an earlier date.
- B. The Police Department will evaluate the services provided by the Contractor during the first ninety (90) days of this agreement. In the event of unsatisfactory service at the end of ninety (90) days, the Police Department may cancel this agreement.

- C. The agreement may be reviewed at any time during the agreement term. The Township may terminate this Agreement with or without cause for any reason or no reason on seven (7) days written notice, or immediately as provided in this agreement. The Contractor may terminate the agreement upon fourteen (14) days written notice to the Township.

XI. ASSIGNMENT AND SUBCONTRACTING

This agreement shall not be assigned or subcontracted by the Contractor without the prior written approval by the Van Buren Police Department.

XII. MODIFICATIONS

This agreement represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements, whether oral or written. Any modifications of this agreement shall be mutually agreed upon written amendments signed by all parties.

XIII. NO THIRD PARTY BENEFICIARIES

This agreement is not intended to, and does not, inure to the benefit of any third party.

XIV. CHOICE OF FORUM

Any litigation under the agreement shall be filed in a court of competent jurisdiction in Wayne County and shall be governed by the laws of the State of Michigan.

XV. ATTORNEY FEES AND COSTS

If the Township Initiates litigation against the Contractor to enforce the terms of the agreement and the Township prevails, the Contractor shall be responsible to reimburse the Township for its reasonable attorney and costs of litigation.

Charter Township of Van Buren

By: _____
Kevin McNamara, its Supervisor

By: _____
Leon Wright, its Clerk

CONTRACTOR (NAME OF COMPANY)

By: _____
_____, its _____

Charter Township of Van Buren

REQUEST FOR BOARD ACTION

Agenda Item: _____

WORK STUDY MEETING

DATE: 5/15/2017

Consent Agenda _____

New Business X

Unfinished Business _____

Public Hearing _____

ITEM (SUBJECT)	Discussion of Township Travel Policy
DEPARTMENT	NA
PRESENTER	Trustee White
PHONE NUMBER	NA
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

Agenda topic

ACTION REQUESTED	
To discuss the Township's Travel Policy	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
Attached is a travel policy submitted by Trustee White for discussion.	

BUDGET IMPLICATION	NA
IMPLEMENTATION NEXT STEP	

DEPARTMENT RECOMMENDATION	NA
COMMITTEE/COMMISSION RECOMMENDATION	

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

ADDITIONAL REMARKS	None
APPROVAL OF SUPERVISOR	<u>Daniel Selmon</u>

VAN BUREN TOWNSHIP TRAVEL POLICY

The Van Buren Board of Trustees is authorized to adopt travel regulations and rate schedules for reimbursement of expenses incurred by Township Officials and employees in connection with official township business.

Direct questions on these regulations to:

- The Township Supervisor.

TRAVEL REGULATIONS

RESPONSIBILITY OF REIMBURMENT

Elected Officials cannot miss more than two Board Meeting per year to attend a conference. VBT will not pay for a conference or class if it coincides with missing the third Board Meeting.

All persons authorized to travel at Township expense on official business are expected to incur expenses prudently in accordance with this Board of Trustees Travel Policy.. Each traveler is responsible for seeking reimbursement for only individual expenses. Compliance with this policy is the responsibility of the Elected Official and Department Director and their designees.

Supervisors and Department Directors authorized to approve travel reimbursement requests must ensure that:

- All travel is in the townships best economic interest and a benefit to the Township and not the Elected Official and employee.
- All travel expenses have been incurred in compliance with this policy

TAXATION

Determining which travel expense reimbursements are taxable is outside the scope of the Travel Policy. These regulations do not increase, lessen, or eliminate any tax liability imposed by the Internal Revenue Service (IRS). Employee reimbursements are subject to tax reporting and withholding based on applicable tax regulations. .

AUTHORIZED TRAVEL

All travel must be authorized and approved by the Township Board of Trustees if over \$300.00 in total expenses. Monies in the budget line items are not a mandate for expenditure. A detailed expenditure cost (method of travel, hotel cost, meal cost, registration cost and any other reimbursement cost) must be presented to the Board of Trustees and approved before travel begins. This total cost must be made available before the next Board Meeting before you travel. The only exception to this Policy will be travel that will involve the entire Board. (for example, the Annual MTA Conference) . **The only exception to this Travel Policy is travel expenditures under \$300.00.**

An employee may attend an outside meeting if their Director deems the attendance necessary, but must be in accordance to this Travel Policy.

This travel policy governs all Township travel.. This policy does not affect conditions of employment of employees under collective bargaining agreements and do not in all instances apply to these employees.

Out-of-State Travel

Out-of-state travel must be pre-authorized and approved by the Township Board of Trustees at a minimum of sixty days in advance of travel to the event.

An employee traveling on official business who becomes incapacitated due to illness or injury for which sick leave is applicable should return home as soon as possible..

International Travel.

International travel must be to the benefit of Van Buren Township and the residents and not to the personal benefit of the Elected Official or Department Director. International Travel must be approved by the entire Board of Trustees, with purpose and or a detailed list of classes and conference schedules expected expenses.

TRANSPORTATION

- 1 All travel must be approved by the Board of Trustees
- 2 Rail Transportation Travelers can book rail travel if available. Travelers must book the lowest available fare.
- 3 Auto or Passenger Ferry Service Reimbursement for the cost of travel by ferry is allowed.
- 4 Ground Transportation The cost of transportation from township hall to and from a station or terminal is reimbursable. Travelers must use the most cost-effective option considering total costs including employee time, mileage, parking, and tolls. Receipts are required for all cash fares claimed as reimbursable items such as taxis, shuttles, ferries, buses, and other public transportation.
 - A. Hotel Shuttle: Travelers should contact the hotel before travel to determine if this service is offered and make necessary arrangements.
 - B. Taxi: If a hotel shuttle is not an option, the traveler should consider using a taxi service.

Vehicle Travel

- A. Township-Provided Vehicles: Township provided vehicles. can be used if available.

1. Mileage Reimbursement for Private-Owned Vehicle Use:

- a. Mileage reimbursement is never allowed for travel between employees' homes and township hall.
- b. Reimbursement for using a privately-owned vehicle for official township business is based on actual miles traveled. An employee cannot receive a combination of standard and premium mileage (ex: sightseeing) reimbursement during an assignment or trip. Mileage must be reported from point to point and is allowed based on an actual odometer reading.
- c. Reimbursement for vicinity mileage incidental to conducting official business is allowed. Documentation must provide sufficient detail to justify mileage claimed.
- d. An employee may start or end travel at home or Township hall. When travel starts or ends at the employee's home, mileage reimbursement is based on round-trip mileage from the home to the approved destination, but cannot exceed the reimbursement available if the travel had started and ended at township hall. By law, the trip has to start and end at Township Hall.

C. Miscellaneous Vehicle Expenses

The following items identifies eligibility for reimbursement of miscellaneous expenses associated with using a vehicle for business travel.

Privately-Owned Vehicle..parking and toll roads. Receipts must be submitted. Parking tickets, moving violations, late fees, and other fines will not be reimbursable.

5.6 Insurance and Claims

When a township vehicle is damaged in an accident or collision, the driver must contact the Township Supervisor to report the incident as soon as possible. When a driver incurs damages to a privately owned vehicle, they are responsible for any damages to all vehicles involved in the incident.

MEALS and LODGING

Van Buren Township Board of Trustees adopts reimbursement rates for meals and lodging based on the Township Travel Policy, An employee is not eligible for reimbursement of meal or lodging costs that are:

- Purchased within the official work station.
- Purchased within the employee's official city of residence.
- Furnished without charge.
- Purchased for guests

Meals and Lodging Reimbursement

An employee is eligible for reimbursement of actual meal and lodging costs up to the applicable maximum listed rates in effect approved by the Board of Trustees.

All receipts supporting travel expenses must have the following elements clearly printed to be acceptable:

- Date expense incurred
- Amounts
- Vendor name and city
- Itemized purchases
- General description of the items

A. Meals

1. Reimbursement for the actual cost of meals cannot exceed the applicable maximum rate approved by the Board of Trustees including tax and gratuities, except for:

- a. Conference attendance when supported by program literature and a receipt.
 - b. Other pre-arranged meals occurring as part of a group function identified in official program literature with a receipt.
2. When the duration of travel includes a partial day, the following schedule determines eligibility for meal reimbursements

Reimbursable Meal Travel begins before And travel extends past

Breakfast 6:00 a.m. 8:30 a.m.

Lunch 11:30 a.m. 2:00 p.m.

Dinner 5:30 p.m. 8:00 p.m.

No drink containing alcohol is eligible for reimbursement.

If an employee is eligible for reimbursement of more than one meal in a day, the amount expended for particular meals in the day is left to the employee's discretion. Reimbursement is limited to the combined total of the applicable published meal rates of the eligible meals.

Lodging

1 Employees choosing lodging based on personal preference are responsible for paying any additional costs incurred. **The maximum Travel Policy Lodging rate is \$ xxxxx**

2. Reimbursement for the actual cost of lodging cannot exceed the applicable maximum township rate plus taxes, fees, and surcharges except when:

- a. Booking conference lodging supported by program literature and a receipt.
- b. Lodging at the maximum township rate is unavailable and is booked by the attendee. Reimbursement requests must be supported by confirmation with a receipt
- c. When lodging and meals are booked by the Township Supervisor or his designee.

International Travel (International Travel is discouraged by the Township and must be pre-approved by the Board of Trustees and be a huge benefit to the Township and its residents and not to the Official or employee.

No reimbursement or payment for passports, Nexus cards, or regular or enhanced drivers licenses will be accepted

Groups (Conferences, Conventions and Pre-Arranged Group Meetings)

All meetings or conferences attended by the Elected officials, Department Directors and employees asking for reimbursement must adhere to the Travel Policy.

MISCELLANEOUS EXPENSES

Employees may be reimbursed for expenses incidental to official township business travel, including the following, if approved by the agency:

Business Equipment

The cost of handling, rental, setup, or shipping of equipment, displays, or other business-related items may be allowed if supported by a receipt and detailed explanation.

Delivery Services

The cost of delivery services may be allowed if supported by a receipt and detailed explanation.

Miscellaneous Business Expenses

Charges may be reimbursed for fax, scanning, phone, postage, internet, or other business services, if supported by a receipt or documentation. A detailed explanation may be required for reimbursement.

Registration Fees

Registration fees for conventions or meetings of associations or organizations are reimbursable with a receipt and copy of the agenda. The documentation must indicate whether a meal was included.

Room Rental

Rental of special hotel or meeting rooms for business use must be pre-approved by the department and the Board of Trustees in compliance with this Travel Policy.. The rental expense is reimbursable if supported by a receipt.

PAYMENT FOR TRAVEL

Travel Advances Township Officials and Employees may provide travel advances to employees traveling on township business, subject to the Board of Trustees decision.

EXCEPTIONS and CHANGES

Exceptions to Rates

The Board of Trustees may approve exceptions to the travel reimbursement rates submitted by Employees if in the township's best economic interest. All exceptions must be requested through the Supervisor's office. . Exceptions generally reviewed for approval include the following:

1. Hotel charges above the applicable maximum published rates ;
2. Group meeting meal or lodging rates that will be direct billed to the township above the applicable maximum
3. Any extraordinary issue that might need an exception, such as special accommodations based on security, health, or disability.

Changes to Rules and Regulations Requests for changes in the rules or regulations eligible employees must be submitted to the Van Buren Township Supervisor for evaluation

Charter Township of Van Buren

Agenda Item: _____

REQUEST FOR BOARD ACTION

WORK STUDY MEETING

DATE: 5/15/16

BOARD MEETING

DATE: 5/16/16

Consent Agenda _____

New Business X

Unfinished Business _____

Public Hearing _____

ITEM (SUBJECT)	Revision of Township Purchasing Policy
DEPARTMENT	Treasury
PRESENTER	Treasurer Sharry Budd
PHONE NUMBER	734.699.8903
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

Agenda topic

ACTION REQUESTED	
To discuss and consider adoption of Resolution 2017-10 (Township Purchasing Policy).	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
Attached is an amended version of the Van Buren Township Purchasing Policy [Expenditure Control, Expenditure Reimbursement] to be discussed and considered for adoption.	

BUDGET IMPLICATION	NA
IMPLEMENTATION NEXT STEP	
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	
ATTORNEY RECOMMENDATION	NA
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	None
APPROVAL OF SUPERVISOR	<u>Daniel Selman</u>

Charter Township of Van Buren Amendment to Resolution 2012-18

Purchasing Policy

1. Purpose:

The purchasing policy is a valuable resource used to provide the Charter Township of Van Buren Administration and the general public a reference tool regarding the purchasing of goods and services. Sound purchasing operations will contribute to the economical and effective operation of the Charter Township of Van Buren.

Specifically, the purpose of a purchasing policy for the Charter Township of Van Buren is to:

- Ensure proper accounting procedures necessary to maintain efficient control over the Township's expenditures.
- Ensure necessary authorization is obtained for applicable expenditures.
- Detail specific procedures for emergency purchases.
- Identify eligible expenditure reimbursements.
- Specify vendor selection guidelines.
- Detail the procedure for processing of invoices.
- Detail the procedure for check distribution.

2. Expenditure Control:

~~\$.00 — to \$999.99~~

~~Department head will use best judgment as to source of supply and number of quotations to solicit. Price comparison schedule to be filled out and attached to the purchase order on purchases that exceed \$499.00. Local purchase preferred~~

~~For amounts totaling (\$1.00 to \$999.99) - Department head will use best judgment as to source of supply and number of quotations to solicit. Price comparison schedule to be filled out and attached to the purchase order on purchases that exceed \$499.00. Local purchase preferred.~~

~~———— \$1,000.00 to \$3,499.99~~

~~Department Director can authorize with his/her signature with concurrent approval and signature of one of the full time elected official on voucher/purchase order. Price comparison schedule to be filled out and attached to purchase order.~~

~~For amounts totaling (\$1,000.00 to \$3,499.99)- Department Director can authorize with his/her signature with concurrent approval and signature of the Township Supervisor, Clerk or Treasurer on voucher/purchase order. Price Comparison to be filled out and attached to purchase order.~~

~~\$3,500.00 to \$6,999.99~~

~~Department Director authorizes with his/her signature with concurrent approval and signature of two full-time elected officials. Price comparison schedule and /or reason for vendor selection to be filled out and attached to purchase order.~~

For amounts totaling (\$3,500.00 to \$6,999.99) - Department Director authorizes with his/her signature with concurrent approval and two signatures from either the Township Supervisor, Clerk or Treasurer. Price comparison schedule and/or reason for vendor selection to be filled out and attached to purchase order.

~~— \$7,000.00 to \$19,999.99~~

~~Informal (non-advertised bids) required. Written price quotes and/or price comparison schedule to be submitted to the Clerk's Office. Department Director will compile bids/quotations and have the concurrent approval and signatures of the three full-time elected officials.~~

For amounts totaling (\$7,000.00 to \$19,999.99) - Informal (non-advertised bids) required. Written price quotes and/or price comparison schedule to be submitted to the Clerk's Office. Department Director will compile bids/quotations and have the concurrent approval and signatures of the Township Supervisor, Clerk and Treasurer.

~~\$20,000.00 and higher~~

~~Formal, competitive sealed bids required. A Requested for Bids shall be developed by the Department Director responsible for the purchase, which shall be approved by the Township Supervisor and/or Township Board. The Request for Bids shall require interested bidders to provide the following information as appropriate:~~

For amounts totaling (\$20,000 and Higher) - Formal, competitive sealed bids required. A Request for Bids shall be developed by the Department Director responsible for purchase, which shall be approved by the Township Supervisor and/or Township Board. The Request for Bids shall require interested bidders to provide the following information as appropriate:

- Description of service or goods desired.
- Desired delivery date or commencement date.
- Desired termination date.
- Bidders qualification
- Warranties
- References
- Performance Bonds
- Acquisition cost, fees or other Township financial obligation.

The Request for Bids shall also indicate the following information:

- Deadline to submit bids
- Date, time and place that bids will be publicly opened.
- Address to which bids are to be submitted.

All request for bids shall include a statement that the Charter Township of Van Buren Board of Trustees reserves the right to accept or reject any or all bids to waive informalities or errors in the bidding process, and to accept any bid deemed to be in the best interest of the Township, including bids that are not for the lowest amount.

Sealed bids shall be submitted to the Township Clerk by a date and time specified, and shall be marked on the outside "sealed bid for _____ (indicate goods and services)." The Township Clerk or her/his designee and one Department Director shall publicly open all bids submitted at the date and time indicated on the request for bids. All bidders shall be notified of the contract award in a timely manner.

The Township Clerk is designated as the Purchasing Agent for the centralized purchasing. This entails the purchase of materials, supplies and services which affect all departments and the Township at large. Each department should inform the Clerk's office, in writing about a special purchase, in order for the Clerk to order supplies in advance.

Where practical, decisions should be based on three (3) competitive quotes. Exceptions to this requirement would be if the Department Director making the purchase determines there would be no advantage to the Township, by seeking additional quotes. Specific information shall be provided by the Department Director making the expenditure, explaining why three quotes were not obtained.

A local vendor that is within 5% of the low bid may be given preference, as long as all other items are comparable. If federal funds are to be used in the purchase, this provision will not apply and the selection of the successful bidder will be made on the lowest priced acceptable bid.

The Township reserves the right to reject any or all bids and to select the bid deemed in the best interest of the Township including bids that are not for the lowest amount.

No purchase shall be divided for the purpose of circumventing the dollar value limitation contained in this section. However, a series of purchases from one vendor which individually are within the above limits, but collectively exceed them, shall not be deemed to be one purchase for the purposes of this division if such series of purchases could not reasonably have been made at one time.

3. Purchase Orders:

All purchases shall require the issuance of a purchase order as described in item #2 Expenditure Control, except for the following expenditures:

- Utilities
- Telephone
- Postage
- Publications
- Fuel Oil and Gasoline
- Intergovernmental Contracts
- Per Diems
- Insurance
- Payroll Withholdings
- Land Contracts
- Debt Service Payments
- Contractual Obligations
- Professional Services Authorized by the Township Board

Professional Services, i.e. attorney, auditor, engineer must be retained by action of the Township Board. Changes to be made on the basis of interviews and professional presentations before the Township Board.

Professional services for specialized, one time only project/programs expected to cost less than \$6,000 must be approved by the Township Board.

A change order in excess of \$2,500 will be noted to the Township Board unless already addressed in the contract agreement.

A purchase order shall be issued provided that the nature of the purchase is indicated, the account number is provided and the account has a sufficient balance.

4. Blanket Purchase Orders:

Requests for blanket purchase orders shall be made in the same manner as other purchases. The blanket purchase order shall contain the vendor, a general description of item (s) requested, amount of appropriation, period of time the blanket order will remain valid (maximum of 1 year, but not beyond the current fiscal year) and account number to charge the expense.

After the blanket purchase order is issued, the Department Director shall draw on the order and keep a record of the cost of items received until the blanket purchase order is completed.

Department Directors shall be required to adhere to the requirements set forth in the expenditure control section of this policy, when issuing blanket purchase orders. When certain monetary levels are exceeded the proper authorization, quotes and bids shall be obtained prior to the purchase.

5. Expenditure Authorization:

The Charter Township of Van Buren shall not be responsible for any obligations incurred by an official or employee that is contrary to the provisions of this administrative policy. Authorization shall be obtained through the proper channels discussed in this purchasing policy.

6. Emergency Purchases:

Occasionally, situations arise that do not allow pre-approval for expenditures. Situations that require immediate attention for the sake of public health and safety should be addressed accordingly. Such expenditures shall be permitted by the Department Director. The expenditure shall be provided by the Department Director, making the expenditure, to the Township Supervisor or his/her designee as soon as possible with the information explaining why the expenditure could not meet the pre-approval requirement.

7. Expenditure Reimbursement:

A. Meals and Travel Expenses

The Charter Township of Van Buren shall reimburse all officials, directors and employees for necessary expenses incurred in the performance of their duties. This includes allowable expenses incurred while attending training seminars or meetings specifically related to the performance of an elected or employment position with the Charter Township of Van Buren. The following items are reimbursable travel expenses:

- Mileage
- Meals and Lodging
- Parking fees
- Tolls

Mileage shall be reimbursed at the rate established annually by the Federal Government. The actual and reasonable cost of meals shall be reimbursed. Meal reimbursement vouchers are subject to review by the ~~three full-time elected officials~~.

Township Supervisor, Clerk and Treasurer

Meal reimbursement shall not take place if meals are provided as part of the training seminar.

Travel advance will be issued when requested in advance. Within one week of returning from an approved conference or seminar, all prepaid advances shall be documented with receipts listed on a travel voucher for either additional reimbursement or repayment.

~~No out of state travel will be allowed. If it is decided that it is vital and necessary, it needs to have prior approval from the three full-time elected officials.~~

No out of state or international travel will be allowed without prior approval of the Township Supervisor, Clerk or Treasurer.

All request for reimbursements shall be listed on a travel voucher and submitted with receipts to document the request.

Employees are expected to use their best judgment when submitting for reimbursable expenses. The following list details specific items that **are not** allowable reimbursable expenses:

- Travel related expenses incurred on behalf of a spouse, companion, etc.
- General Entertainment
- Alcoholic Beverages
- Tobacco Products
- Any other expenditure not required by and directly related to the official activity.

B. Tax Exempt Status

The Charter Township of Van Buren is a tax-exempt entity and is not required to pay tax. Occasionally, employees purchase goods and/or services with their own funds and submit for reimbursement. Whenever possible, employees should obtain a tax-exempt certificate from the Township Clerk prior to the purchase.

Travel Expense Report

Van Buren Charter Township

Employee Name: Leon Wright
 Email: lwright@vanburen-mi.org
 Phone: 734-699-8909

Period
 From: 1/19/2016
 To: 1/31/2016

Manager Name: None
 Department: Clerks

Purpose: Re-imbursement for travel
 Location: Van Buren Township

Category	1/19/16 Tue	1/20/16 Wed	1/21/16 Thu	1/22/16 Fri	1/23/16 Sat	1/24/16 Sun	1/17/16 Sun	Totals
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Location / Destination: Travel to Detroit Metro Renaissance Center for MTA Conference.

Mileage Reimbursement and Expenses Paid by Employee

Business Miles:	0	0	0	0	0	0	0	
Rate: 0.54	-	-	-	-	-	-	-	-
Airfare, Baggage								-
Vehicle Rental								-
Bus, Train, Taxi, Tips	-	-	-	-	-	-	-	-
Parking								-
Lodging								-
Breakfast	-	-	-	-	-	-	-	-
Lunch								-
Dinner	-	-	-	-	-	-	-	-
Other (Itemize below)								-
Subtotal	-	-	-	-	-	-	-	-

Less Advances

Total Reimbursement -

Expenses Paid by Company Credit Card

Airfare, Baggage	-							-
Vehicle Rental								-
Bus, Train, Taxi, Tips								-
Parking								-
Lodging								-
Breakfast								-
Lunch								-
Dinner								-
Other (Itemize below)								-
Subtotal	-	-	-	-	-	-	-	-

Note: Attach receipts for (1) ALL lodging and (2) expenses \$75 or more

Total All Expenses -

I certify that the above information is accurate and complete.

Note: All amounts listed in USD

Employee Signature _____ Date _____

Authorized By _____ Date _____

Print Name: _____

8. Processing Of Invoices

A. Vendor Invoice or Expense Voucher:

Requests for payments to vendors shall be documented in writing by a vendor invoice or, in the few instances where no invoice is forthcoming, by a written request by the department head requesting payment. Except for the rare exceptions (example: lost invoice), only original invoices shall be processed for payments, as statements or copies of invoices may result in duplicate payments.

Employee expense reimbursements shall be documented on an expense voucher prepared by the employee. Invoices and expense vouchers shall include the following:

- Vendor name and mailing address.
- Purpose of payment.
- Total amount due.
- Unit price and units delivered.
- Date of goods were delivered or services rendered.
- Attached purchase order or resolution.

B. Department Director Approval:

The Department Director that is responsible for the budgetary cost center to which the expenses will be charged shall affix the account numbers to the invoice and shall sign the document. Department Director's signature shall indicate the following:

- The expense has complied with all Township Authorization requirements.
- All prices and units on the invoice have been properly calculated.
- The account number being charged is the appropriate budgetary allocation for this expense.

C. Payable Processing Dates:

Accounts payables are processed twice a month and checks are mailed the Friday after the Township board meeting.

9. Credit Cards

The Charter Township of Van Buren has a variety of credit cards. They include gasoline credit cards such as Marathon, Shell, etc., and specific vendor cards (i.e. Staples, Office Max, Meijer, etc.). The gasoline and vendor credit cards are issued in the name of Van Buren Township. The Township also has bank credit cards (i.e. Visa, MasterCard, American Express, etc.) issued in the names of various officials and employees. Credit cards issued to individual department directors and/or their designees must have the approval of the Township Supervisor.

Gasoline credit cards are on file with the Township Treasurer and may be checked out for use when traveling on township-related business.

Vendor credit cards are on file with the Township Clerk and may be obtained through that office. Credit cards issued in the names of officials and department directors shall be used infrequently and for such things as Internet purchases or purchases in which the standard practice of using purchase orders or vouchers is impractical. Credit card purchases shall be made following the guidelines as set forth in the Purchasing Policy with respect to purchasing thresholds, the need for quotes, etc.

Credit card holders will be expected to obtain purchase orders or vouchers prior to items being purchased on a credit card. However it is understood that there may be times when it is not possible to obtain a purchase order or voucher in advance. Examples of such circumstances include emergency or extraordinary circumstances, or purchase that may be made when attending conferences, seminars or training when access to purchase orders is not possible or the purchase is not anticipated. Receipts must be obtained for all purchases made using a credit card and submitted to the Clerk's Office for tracking to respective invoices/billings. In those instances when a purchase order or voucher has not been approved prior to the purchase, the credit card holder shall submit receipts clearly marked with the appropriate account to be charged immediately upon return to the township to properly account for the purchase.

The credit card holder is responsible for one's card, properly safeguarding said card so that it is not stolen and to protect against identity theft. Should the card be stolen, lost or misplaced, it must be reported to the Township ~~Clerk~~—Treasurer immediately. Credit card privileges are subject to revocation at any time.