

CHARTER TOWNSHIP OF VAN BUREN BOARD OF TRUSTEES
JUNE 5, 2017 WORK STUDY MEETING 3:00 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 _____

ADJOURNMENT:

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 Visteon Litigation and Cobblestone Development.

UNFINISHED BUSINESS:

NEW BUSINESS:

1. Discussion on the Special Land Use request for parcel V-125-83-088-99-0005-000 (83 E. Huron River Dr.) so the applicant may construct a detached accessory building.
2. Discussion on the first reading of Ordinance 06-06-17 to re-zone parcel V125-83-021-01-0009-304 (49412 Michigan Ave.) from C (Local Business) & C-2 (Extensive Highway Business) to C-1 (General Commercial).
3. Discussion on the Professional Services Contract between the Township and Fishbeck, Thompson, Carr and Huber, Inc. for General Engineering Services.
4. Discussion on the Professional Services Contract between the Township and McKenna & Associates to provide General Planning Services.
5. Discussion on Resolution 2017-11 an agreement between the Township and Van Buren Public Schools regarding the paving of McBride Road.
6. Discussion on Resolution 2017-12 to declare the Township's intent to establish a Special Assessment District (SAD) for the McBride Road Improvement District and schedule the necessary public hearings

PUBLIC COMMENT:

ADJOURNMENT:

NOTICE OF MEETING TIME CHANGE
OF THE
CHARTER TOWNSHIP OF VAN BUREN
BOARD OF TRUSTEES
WORK STUDY SESSION
ON MONDAY, JUNE 5, 2017

**THE REGULARY SCHEDULED WORK STUDY SESSION WILL BEGIN
AT 3:00 P.M. TO ACCOMMODATE A CLOSED SESSION SCHEDULED
TO PRECEED DISCUSSION ON ITEMS.**

**TOWNSHIP HALL
46425 TYLER ROAD
BELLEVILLE, MI 48111**

**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 June1, 2017.

NOTICE OF CLOSED SESSION
OF THE
CHARTER TOWNSHIP OF VAN BUREN
BOARD OF TRUSTEES
TO BE HELD PRECEEDING THE
3:00 P.M.

WORK STUDY SESSION
ON MONDAY, JUNE 5, 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 Visteon Litigation and Cobblestone Development.

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 June1, 2017.

Charter Township of Van Buren

REQUEST FOR BOARD ACTION

Agenda Item: _____

WORK STUDY MEETING: 06/05/17

BOARD MEETING DATE: 06/06/17

Consent Agenda _____

New Business X

Unfinished Business _____

Public Hearing _____

ITEM (SUBJECT)	To consider approval of the special land use request for parcel V-125-83-088-99-0005-000 also known as 831 E. Huron River Drive so the applicant may construct a detached accessory building.
DEPARTMENT	Planning & Economic Development
PRESENTER	Ronald A. Akers
PHONE NUMBER	734-699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	N/A

Agenda topic

ACTION REQUESTED	
To consider approval of the special land use request for parcel V-125-83-088-99-0005-000 also known as 831 E. Huron River Drive so the applicant may construct a detached accessory building.	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
<p>The applicant proposes to construct a detached accessory building at the existing Belleville Yacht Club which is located at 831 E. Huron River Drive. The intended use of the accessory building is for a "tiki bar" which includes a lounge area, bar area, a kitchen, and restrooms. The property is zoned R1-C (Single Family Residential) and is approximately four (4) acres in area. The current use of the property is consistent with the country club use in the R1-C zoning district. Please see attached Special Land Use Review dated May 18, 2017 for further analysis regarding the standards of approval in the Zoning Ordinance.</p> <p>This request was before the Planning Commission at their May 24, 2017 meeting where a public hearing was held on the Special Land Use request. No members from the public came forward for discussion. At this meeting the Planning Commission recommended that the Township Board approve the Special Land Use request, conditioned upon the applicant obtaining final site plan approval.</p>	
BUDGET IMPLICATION	
IMPLEMENTATION NEXT STEP	Issuance of a letter acknowledging the special land use approval.
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	Approval
ATTORNEY RECOMMENDATION	N/A
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	



Memo

DATE: May 18, 2017
TO: Planning Commission
FROM: Ron Akers, AICP – Director of Planning & Economic Development
RE: 17-016 Special Land Use Review of the Belleville Yacht Club Accessory Building

The applicant proposes to construct a detached accessory building at the existing Belleville Yacht Club which is located at 831 E. Huron River Drive. The intended use of the accessory building is for a “tiki bar” which includes a lounge area, bar area, a kitchen, and restrooms. The property is zoned R1-C (Single Family Residential) and is approximately four (4) acres in area. The current use of the property is consistent with the country club use in the R1-C zoning district. As the construction of the accessory building is an expansion of this use the applicant will be required to follow the guidelines of the Zoning Ordinance for that use. The country club use requires special use approval in the R1-C district.

Comments:

Special land uses are required to meet the standards for granting special approval in section 12.306 of the Zoning Ordinance. The following comments are based upon the standards of the Zoning Ordinance, observation of the site and surroundings, and accepted principles of good planning and design.

Section 12.306: Standards for Granting Special Approval

1. **Will promote the use of land in a socially and economically desirable manner for those persons who will use the proposed land use or activity; for those landowners and residents who are adjacent; and for the Township as a whole.**

The Country Club use is already existing on the property and this action will be an expansion of the use. In single family residential districts it is not uncommon to allow for uses which utilize public gatherings such as churches, country clubs, golf courses, etc. especially when that property has frontage on a primary road. With these type of uses special care should be taken to ensure that any potential negative impact on neighboring residential properties be addressed. In this circumstance there is an existing well-established evergreen buffer between the area where the accessory building will be constructed and the adjacent property to the east where there is a single family residential home. The property to the south is a church use and to the west is a public boat launch. Directly to the north of the property is Belleville Lake, which provides recreational opportunities to Township residents. Based on this the expansion of the country club use is economically and socially desirable in this current location.

2. **Is necessary for the public convenience at that location.**

The property is located along E. Huron River Drive which is a main road within the Township. There are several subdivisions as well as non-single family residential uses along this road. This makes the sites location potentially convenient for the members of the club and the public.

3. Is compatible with adjacent uses of land.

On the north side the property is adjacent to Belleville Lake, on the west side the property is adjacent to a public boat launch, on the south side the property is adjacent to a church, and on the east side the property is adjacent to a single family residential home. There is an existing well established evergreen buffer between the single family residential home and the country club property. This buffer should mitigate any potential incompatibilities between the properties.

4. Is so designed, located and proposed to be operated that the public health, safety and welfare will be protected.

The building is designed to be accessory to the principal building on the site. Its design is compliant with all required setbacks and height/bulk requirements of the Zoning Ordinance. The public health, safety, and welfare will be protected based on the current site design.

5. Can be adequately served by public services and facilities without diminishing or adversely effecting public services and facilities to existing land uses in the area.

The addition of the accessory building will not increase the level of public services required to service the site.

6. Will not cause injury to other property in the neighborhood in which it is to be located.

The proposed detached accessory building is not anticipated to have any negative impact on the adjacent properties. The use is compatible with the uses to the west and south (boat launch and church) and the established evergreen buffer should mitigate any potential negative impacts on the adjacent property.

7. Will consider the natural environment and help conserve natural resources and energy.

There are no anticipated adverse effects to the natural environment of the Township. This construction is consistent with the other construction activities which occur around Belleville Lake.

8. Is within the provisions of uses requiring special approval as set forth in the various zoning districts herein, is in harmony with the purposes and conforms to the applicable regulations of the zoning district in which it is to be located and meets applicable site design standard for special approval uses.

There will need to be some minor items addressed on the submitted site plan, but those items will be addressed during site plan review. Staff will recommend that any approvals be conditioned upon the applicant obtaining final site plan approval, but overall it appears that the accessory building dimensional standards are consistent with the Zoning Ordinance. There are no specific site design standards to Country Club uses which do not involve outdoor recreation activities.

9. Is related to the valid exercise of the Township's police power and purposes which are affected by the proposed use or activity.

The Township has the authority to grant special land use approval for a Country Club in a single family residential district. Based on this this standard is met.

Recommendation:

Based on the above mentioned comments, staff finds that the proposed construction of the detached accessory building meets the standards for special use approval. Staff recommends that the Planning Commission recommend special use approval for the construction of the accessory building to the Township Board, subject to the condition that the applicant obtain final site plan approval.

PLANNING & ZONING APPLICATION

Case number 17-016

Date Submitted 4-27-2017

APPLICANT INFORMATION

Applicant BYC Phone 313-215-3013
 Address 831 E HURON BLVD Fax _____
 City, State BELLEVEILLE MO Zip 63111
 E-mail SCOTTJ@LW-GRP.COM Cell Phone Number 313-215-3013
 Property Owner _____ Phone _____
 (if different than applicant)
 Address _____ Fax _____
 City, State _____ Zip _____
 Billing Contact _____ Phone _____
 Address _____ Fax _____
 City, State _____ Zip _____

SITE/PROJECT INFORMATION

Name of Project TIKE BUILDING
 Parcel Id No. V125-83- Project Address 831 E HURON BLVD
 Attach Legal Description of Property
 Property Location: On the NORTH Side of HURON BLVD Road; Between MARTIN VILLAS Road
 and EDGE MONT Road. Size of Lot Width _____ Depth _____
 Acreage of Site 4.1 Total Acres of Site to Review _____ Current Zoning of Site _____
 Project Description: ACCESSORY BUILDING CONSTRUCTION

Is a re-zoning of this parcel being requested? NO

YES (if yes complete next line) NO

Current Zoning of Site R1-C

Requested Zoning N/A

SPECIAL PERMIT INFORMATION

Does the Proposed Use Require Special Approval?

YES (if yes complete next line) NO

Section of Zoning Ordinance for which you are applying _____

Is there an official Woodland within parcel? NO

Woodland acreage _____

List total number of regulated trees outside the Woodland area? _____

Total number of trees _____

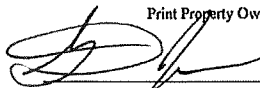
Detailed description for cutting trees _____

If applicable application **MUST** be accompanied with a Tree Survey or statement of no trees, which incorporates all the requirements listed in Section 4.45 of Zoning Ordinance 6-2-92, as amended.

OWNER'S AFFIDAVIT

BYC Commodore Scott Jones

Print Property Owners Name



Signature of Property Owner

4-27-2017

Date

STATE OF MICHIGAN
 COUNTY OF WAYNE

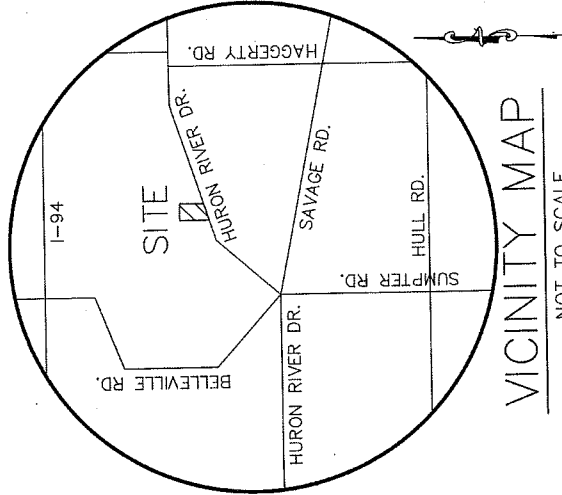
The undersigned, being duly sworn, deposes and says that the foregoing statements and answers herein contained and accompanied information and date are in all respects true and correct.

Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public, _____ County, Michigan My Commission expires _____, 20____.

Rev 1/12/06

USE STATEMENT:
 THE PROPOSED CABANA BUILDING (714 BAR), IS TO BE USED AS AN
 EXTENSION OF THE EXISTING ADJACENT BUILDING. THE PROPOSED STRUCTURE
 WILL BE USED FOR MEN'S AND WOMEN'S REST ROOMS,
 A BAR AND LOUNGE AREA AND ADJOINING EXTERIOR DECK. THE BUILDING IS
 AN ACCESSORY STRUCTURE TO THE MAIN BUILDING, AND WILL BE PRIMARILY
 USED WHEN THE MAIN BUILDING IS OCCUPIED FOR A FORMAL FUNCTION
 AND IS NOT ACCESSIBLE FOR THE MEMBERS (E.G., WEDDINGS, SHOWERS AND
 FORMAL EVENTS). THAT THE KITCHEN AREA WILL REQUIRE FURTHER REVIEW
 BY THE WAYNE COUNTY HEALTH DEPARTMENT.



REVISIONS
 5-24-17

SHEET INDEX
 0 TITLE SHEET
 1 TOPOGRAPHIC SURVEY PLAN

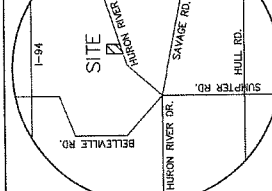
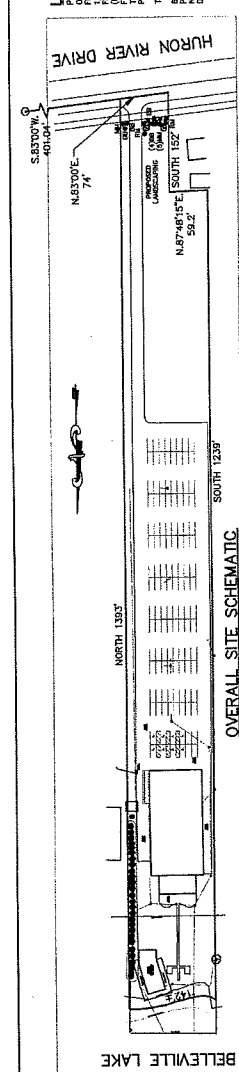
BYC
831 HURON RIVER DRIVE
VAN BUREN TOWNSHIP,
WAYNE COUNTY, MICHIGAN

PROPERTY DEVELOPER
DAVENPORT BROTHERS

301 INDUSTRIAL PARK DRIVE
 BELLEVILLE, MI 48188
 (734) 697-2994

LEGAL DESCRIPTION
 PART OF THE EAST 1/2 OF SECTION 22, BEGINNING AT A POINT ON
 THE CENTERLINE OF HURON RIVER DRIVE, S.83°00'W., 401.04 FEET
 TO THE INTERSECTION OF LINE AND EAST LINE OF THE WEST 1/2 OF
 THE SOUTHEAST 1/4 OF SECTION 22; THENCE NORTH 139.3 FEET;
 THENCE WESTERLY ALONG CONTOUR AT ELEVATION 655 FEET (USGS
 DATUM) APPROXIMATELY 140 FEET; THENCE SOUTH 1235.0 FEET;
 THENCE N.87°48'15"E., 56.2 FEET; THENCE SOUTH 152 FEET; THENCE
 N.83°00'E., 74 FEET TO POINT OF BEGINNING. SAID PARCEL
 CONTAINING 4.04 ACRES

TAX ID #83-088-99-0005-000.
 BOUNDARY LINES AS SHOWN ARE PER LEGAL DESCRIPTION PROVIDED
 BY THE CLIENT. THE EXISTING 655 CONTOUR LINE IS NOT
 APPROPRIATE THE LOCATION DEPICTED WITHIN THE LEGAL
 DESCRIPTION.

[illegible]

ANDSCAPING REQUIREMENTS:

MARKING REQUIREMENTS:

TRACK REQUIREMENTS.

CONCLUSIONS

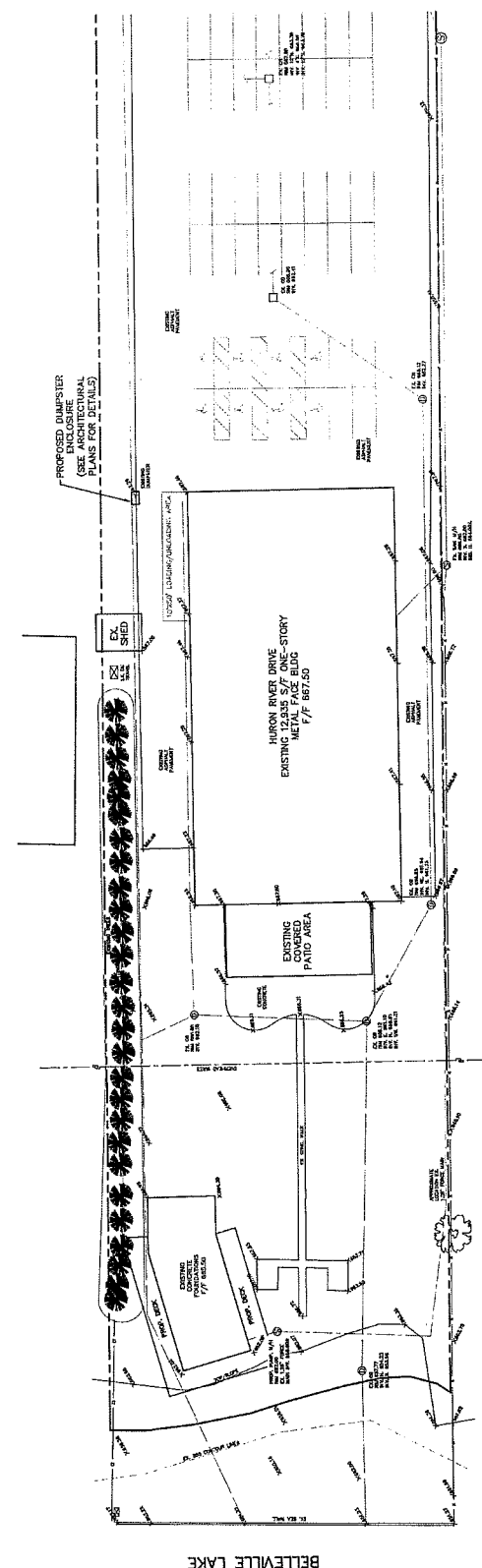
PORTAGE LANDSCAPING
 PORTAGE = 75'-80" DRIVE = 56"
 REQUIRED NUMBER OF PLANTS
 DECIDUOUS OR EVERGREEN TREES
 ORNAMENTAL TREES
 SHRUBS
 2 TREES
 1 TREE
 12 SHRUBS
 56"/40"
 56"/100"
 (56"/40")⁸
 (84)
 (84)
 (44)
 (84)
 PLANTING PROPOSED:
 2 RED MAPLES
 1 EASTERN REDBUD
 1 MY HONEY MEDELA
 12 EVERGREEN BURNING COMPACTA

REQUIRED PARKING: 3.5 PARKING SPACES PER 1000 SF	EX. 3 EXCEEDED
181832/1000/3.5 = 96.66, MAY 57 REQUIRED SPACES	116 2013
	5 0.00%
PARKING SPACES	MIN. REQ.
USER PRICE	57 00

RIGHT SETBACK	30'	+1000'
FRONT SETBACK	21'	
REAR SETBACK	N/A	
LEFT SETBACK	5'-0"	15'
REAR SETBACK	5'-0"	76'
RIGHT SETBACK	1'-0"	14'
ST. COVERAGE	30%	9.2%
BLDG. COV.	4800SF	16655F


* ACCESSORY BUILDINGS STANDARDS PER 7.202
 & THE ZONING ORDINANCE.

ZONING & EXISTING USE:
SUBJECT PROPERTY ZONED R1-C, SINGLE FAMILY RESIDENTIAL, COUNTRY CLUB
ADJACENT ZONING:
NORTH- BELLEVUE LAKE
R1-C, SINGLE FAMILY RESIDENTIAL
SOUTH- SINGLE FAMILY RESIDENTIAL
R1-C, SINGLE FAMILY RESIDENTIAL
WEST- PUBLIC BOAT LAUNCH



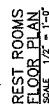
LEGEND

□	EX. CATCH BASIN
⊗	EX. SANITARY MANHOLE
⊙	EX. STORM MANHOLE
⊗	EX. HYDRANT
⊗	EX. UTILITY POLE
⊗	EX. VALVE WELL
⊗	EX. FENCE
⊗	EX. STREET SIGN

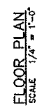


Graphic Scale
(in feet)
1 inch = 20 ft.

MISS DIG
811
CALL FIRST



REST ROOMS
FLOOR PLAN
SCALE 1/2" = 1'-0"



FLOOR PLAN
SCALE 1/4" = 1'-0"

1. INTERIOR DIMENSIONS ARE FROM FACE OF DRYWALL, UNLESS OTHERWISE NOTED.
2. REINFORCE WALLS WITH NON-COMBUSTIBLE 2X12 WOOD BLOCKING AS REQUIRED TO SUPPORT ALL PROPOSED CABINERY, GRAB BARS, WALL MOUNTED FIXTURES, ETC..
3. ALL SAFETY GLAZING (TEMPERED) SHALL HAVE THE MANUFACTURERS LABEL DESIGNATING THE SAFETY GLAZING STANDARD WITH WHICH IT COMPLES. THE LABEL SHALL BE VISIBLE AT FINAL INSPECTION.
4. CLOSELY FIT DRYWALL AND SEAL WHERE ALL STRUCTURAL MEMBERS, MECHANICAL EQUIPMENT, ELECTRICAL CONDUITS, PIPING, AND/OR DEVICES AND EQUIPMENT CONTACT AND/OR PENETRATE THE PARTITIONS.

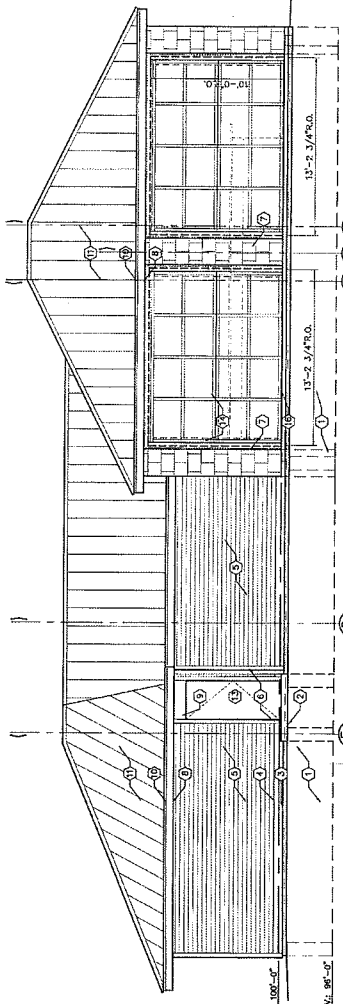
- ◆ 3" (1) WALL: 2" x 4" WOOD STUDS @ 16" O.C. (1) 5/8" INSULATED GLASS UNIT (IGU) WITH 1/2" AIR SPACE. INSULATE STUD CAVITIES WITH 2" FIBERGLASS SOUND ATTENUATION BATT. WALLS ARE TO BE CONSTRUCTED TIGHT AGAINST THE BOTTOM OF THE ROOF FRAMING ABOVE.
- ◆ 3" WALL: 2" x 4" WOOD STUDS @ 16" O.C. (1) 1/2" WYTHES 1/2" INSULATED GLASS UNIT (IGU) WITH 1/2" AIR SPACE. SOUND ATTENUATION BATT. WALLS ARE TO BE CONSTRUCTED TIGHT AGAINST THE BOTTOM OF THE ROOF FRAMING ABOVE.
- ◆ 3" WALL: 2" x 4" WOOD STUDS @ 16" O.C. (1) FINISH SCHED 40 WALL ON EXTERIOR SURFACE. 1" FINISH SCHED 40 FRAMING ON THE EXTERIOR SIDE OF THE STUD FRAMING. MOVER FISHING DOG AS THE EXTERIOR FINISH (FACTORY FRAMING AND FACTORY FINISH PAINTED TO MATCH EXTERIOR FINISH). FINISH CAVITY WITH R-20 FIBER GLASS INSULATION. INSULATE STUD CAVITIES WITH R-20 FIBER GLASS INSULATION.

L. WARDEN, BUILDING SPECIALIST L.L.C.
 1000 WARDEN BLVD
 1000 WARDEN BLVD
 1000 WARDEN BLVD

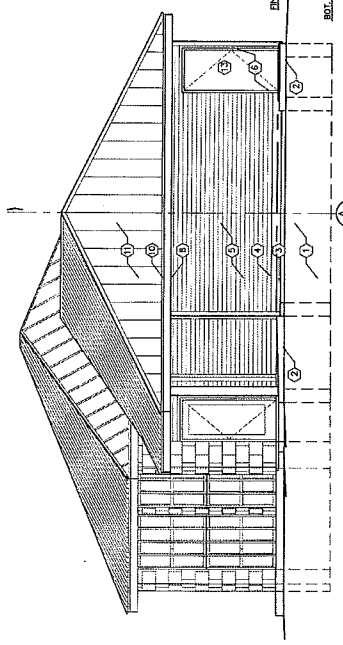
CABANA
 BELLEVILLE, MICHIGAN
 ELEVATIONS AND SECTION

A2.0
 1/4" = 1'-0"
 1/4" = 1'-0"
 1/4" = 1'-0"

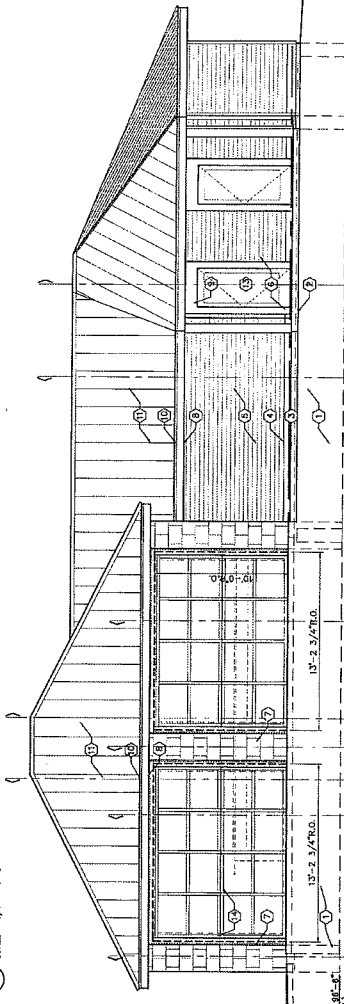
SYMBOL	DESCRIPTION	NOTES
1	REINFORCED CONCRETE FOUNDATION SYSTEM	
2	REINFORCED CONCRETE EXTERIOR SLAB ON POST-FRAME FORMATION	
3	5/8" x 8" SHORT BOARD, ASK OR EQUIV.	
4	1" x 4" x 4" CONT. GALT, 1/2" FLASHING W/ 1/2" HEMMED DRIP EDGE	
5	1/2" x 4" x 4" CONT. GALT, 1/2" FLASHING W/ 1/2" HEMMED DRIP EDGE	
6	1/2" x 4" x 4" CONT. GALT, 1/2" FLASHING W/ 1/2" HEMMED DRIP EDGE	
7	MASSONRY VENEER, SMOOTH FACED PRE-CAST CONCRETE BLOCK	
8	MASSONRY VENEER, SMOOTH FACED PRE-CAST CONCRETE BLOCK	
9	MASSONRY VENEER, SMOOTH FACED PRE-CAST CONCRETE BLOCK	
10	MASSONRY VENEER, SMOOTH FACED PRE-CAST CONCRETE BLOCK	
11	STANDING SEAM METAL ROOFING, INSTALL W/ HIDDEN CLIPS	
12	FIXED GLAZED OPENING, 1" INSUL. TIMBERED TRUED GLASS	
13	30" x 70" x 1 3/4" INSUL. METAL DOOR AND FRAME PAINT.	
14	30" x 70" x 1 3/4" INSUL. METAL DOOR AND FRAME PAINT.	
15	WOOD FRAMING OF DOOR, SEE DETAILS IN THE CONSTRUCTION	
16	WOOD FRAMING OF DOOR, SEE DETAILS IN THE CONSTRUCTION	



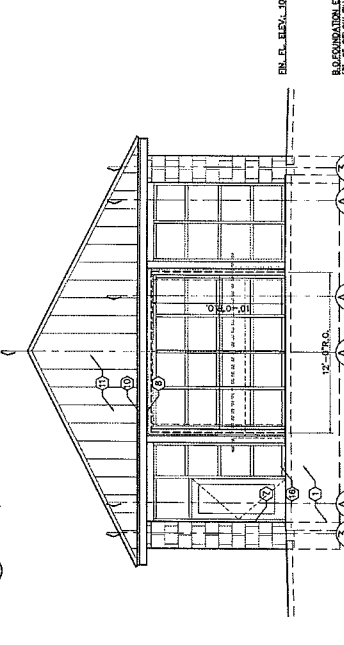
SOUTH ELEVATION
 SCALE 1/4" = 1'-0"



EAST ELEVATION
 SCALE 1/4" = 1'-0"



WEST ELEVATION
 SCALE 1/4" = 1'-0"



NORTH ELEVATION
 SCALE 1/4" = 1'-0"

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

Notice is hereby given that the Charter Township of Van Buren Planning Commission will hold public hearings on **Wednesday, May 24, 2017 at 7:30 p.m.**, in the Board of Trustees Room, 46425 Tyler Road, Charter Township of Van Buren, Wayne County, Michigan to consider the following requests.

1. **Case 17-016:** A request by the Belleville Yacht Club, for a special use approval to expand their club use by constructing an accessory building at their facility located at 831 E. Huron River Drive, Van Buren Township, MI 48111 (Parcel ID# V-125-83-088-99-0005-000).

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

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



Van Buren
CHARTER TOWNSHIP

Wednesday, May 13, 2017



- ☒ Case 17-016
- ☒ Parcels w/in 300'
- ☐ Tax Parcels

Parcel ID	Address
83 088 99 0003 002	801 E HURON RIVER DR
83 088 99 0007 704	891 E HURON RIVER DR
83 088 99 0001 000	
83 088 99 0002 000	783 E HURON RIVER DR
83 088 99 0004 000	817 E HURON RIVER DR
83 088 99 0003 001	
83 088 99 0007 705	885 E HURON RIVER DR
83 088 99 0018 700	894 E HURON RIVER DR
83 088 99 0016 000	878 E HURON RIVER DR
83 088 99 0012 701	824 E HURON RIVER DR
83 088 99 0010 701	794 E HURON RIVER DR
83 088 99 0009 001	768 E HURON RIVER DR
83 088 99 0013 704	810 E HURON RIVER DR
83 088 99 0006 701	855 E HURON RIVER DR
83 088 99 0006 702	E HURON RIVER DR
83 088 99 0014 000	864 E HURON RIVER DR
83 088 99 0008 702	905 E HURON RIVER DR
83 088 99 0008 701	893 E HURON RIVER DR
00 000 00 0000 000	

MOTION EXTRACT

Motion Boynton, Budd second to recommend to the Township Board of Trustees approval of a special land use permit for the Belleville Yacht Club to expand their club use by constructing an accessory building at their facility located at 831 E. Huron River Drive, parcel number V125-83-088-99-0005-000, on approximately 3.980 acres zoned R1-C, Single Family Residential, located on the north side of Huron River Drive between Edgemont and Martinsville Roads, subject to the recommendations in Director Akers staff memo dated 5-18-17 with the condition the applicant obtain final site plan approval.

Roll Call:

Yeas: Atchinson, Budd, Boynton, Franzoi and Thompson.

Nays: None.

Absent: Kelley.

Motion Carried.

I hereby certify the foregoing is a true and correct copy of a motion adopted by the Planning Commission of the Charter Township of Van Buren at the regularly scheduled meeting of May 24, 2017.

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

Christina Harman
Recording Secretary

Charter Township of Van Buren

REQUEST FOR BOARD ACTION

Agenda Item: _____

WORK STUDY MEETING DATE: 06/05/17

1ST READING: 06/06/17

2ND READING: 06/20/17

Consent Agenda _____


New Business ☒ _____

Unfinished Business _____

Public Hearing _____

ITEM (SUBJECT)	To consider approval of the 1 st & 2 nd reading of Ordinance #06-06-17 to rezone parcel V125-83-021-01-0009-304, otherwise known as 49412 Michigan Avenue, from C (Local Business) & C-2 (Extensive Highway Business) to C-1 (General Commercial).
DEPARTMENT	Planning & Economic Development
PRESENTER	Ron Akers, AICP, Director of Planning & Economic Development
PHONE NUMBER	734-699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	N/A

Agenda topic

ACTION REQUESTED	
To consider approval of the 1 st & 2 nd reading of Ordinance #06-06-17 to rezone parcel V125-83-021-01-0009-304, otherwise known as 49412 Michigan Avenue, from C (Local Business) & C-2 (Extensive Highway Business) to C-1 (General Commercial).	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
<p>The Planning Commission has received an application to rezone the property located at 49412 Michigan Avenue from C (Local Business) & C-2 (Extensive Highway Business) to C-1 (General Commercial). I have prepared an analysis of this request in my staff report dated May 18, 2017.</p> <p>The Planning Commission held a public hearing on this rezoning request on May 24, 2017 and at that meeting the Planning Commission recommended that the Township Board approve the rezoning request. I have attached the rezoning application, the public hearing mailing, motion extract of the May 24, 2017 Planning Commission meeting, an area map, and the staff report prepared for the rezoning request for your review. I look forward to the Township Board's discussion on the matter.</p>	
BUDGET IMPLICATION	None
IMPLEMENTATION NEXT STEP	If the 1 st reading is approved the Township Board will have to conduct a 2 nd reading of the Zoning Ordinance amendment.
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	Approval
ATTORNEY RECOMMENDATION	N/A
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	

**CHARTER TOWNSHIP OF VAN BUREN
WAYNE COUNTY, MICHIGAN
ORDINANCE 06-06-17**

AN ORDINANCE TO AMEND THE CHARTER TOWNSHIP OF VAN BUREN ZONING ORDINANCE 05-02-17(2), AS AMENDED, BY AMENDING THE ZONING MAP IN CONNECTION THEREWITH.

The Charter Township of Van Buren Ordains:

SECTION 1. ORDINANCE AMENDMENT.

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

Ordinance No. 06-06-17

A request to amend the Charter Township of Van Buren Zoning Ordinance 05-02-17(2), as amended, to amend the zoning map by rezoning parcel V125-83-021-01-0009-304, otherwise known as 49412 Michigan Avenue, from C (Local Business) & C-2 (Extensive Highway Business) to C-1 (General Commercial).

This property is located on the northwest corner of the intersection of Michigan Avenue and Denton Road.

SECTION 2. SEVERABILITY

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

SECTION 3. REPEALER.

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

SECTION 4. EFFECTIVE DATE.

The provisions of this Ordinance are hereby ordered to take effect seven (7) days after publication of the notice of adoption in a newspaper of general circulation within the Township. This Ordinance shall be immediately recorded by the Township Clerk in the Township Ordinance Book as soon as it is adopted, which record shall be authenticated by the signatures of the Supervisor and Clerk and shall be published in a newspaper of general circulation in the Township within fifteen (15) days of passage. A copy of this Ordinance may be purchased or inspected at the Clerk's Office, 46425 Tyler Road, Van Buren Township, MI 48111 during normal business hours.

This Ordinance is hereby declared to have been adopted by the Board of Trustees of the Charter Township of Van Buren, County of Wayne, State of Michigan, at a Regular Meeting, called and held on the 20th day of June, 2017.

YEAS:

NAYS:

ABSENT:

ABSTAINED:

I hereby approve the foregoing Ordinance,

Leon Wright, Clerk

Kevin McNamara, Supervisor

Adopted: June 20, 2017 (Proposed)
Published: June 29, 2017
Effective: July 07, 2017

PLANNING & ZONING APPLICATION

Case number 17-014

Date Submitted 4-21-17

APPLICANT INFORMATION

Applicant SCH, INC. Phone 313-443-5733
 Address 22439 Pandee CT Fax 313 292-5523
 City, State DEARBORN Heights, MI Zip 48125
 E-mail SA.SALAMEY@yahoo.com Cell Phone Number _____
 Property Owner _____ Phone _____
 (if different than applicant)
 Address _____ Fax _____
 City, State _____ Zip _____
 Billing Contact SAM SALAMEY Phone (313) 443-5733
 Address 22439 Pandee CT Fax (313) 292-5523
 City, State DEARBORN Heights, MI Zip 48125

SITE/PROJECT INFORMATION

Name of Project _____
 Parcel Id No. V125-83-021-01-0009-304 Project Address 49412 Mich. Ave
 Attach Legal Description of Property - ATTACHED
 Property Location: On the NW Side of Michigan Avenue @ Denton
 and _____ Road. Size of Lot Width 270 Depth 335
 Acreage of Site 2.25 Total Acres of Site to Review 2.25 Current Zoning of Site C
 Project Description: FUELING STATION, Convenience Food Mart
& DRIVE THRU FOOD/SNACK SERVICE

Is a re-zoning of this parcel being requested? ☒ Yes YES (if yes complete next line) NO
 Current Zoning of Site Commercial C Local Busi. Requested Zoning C-1

SPECIAL PERMIT INFORMATION

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

If applicable application **MUST** be accompanied with a Tree Survey or statement of no trees, which incorporates all the requirements listed in Section 4.45 of Zoning Ordinance 6-2-92, as amended.

OWNER'S AFFIDAVIT

SCH, INC.

Print Property Owners Name

[Signature]

Signature of Property Owner

CHARLES ZAIN
Its PRESIDENT

04-17-2017

Date

STATE OF MICHIGAN
 COUNTY OF WAYNE

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

Subscribed and sworn before me this 17th day of April, 2017

R MICHELLE ALDRICH Notary Public, Wayne County, Michigan

My Commission expires Oct. 21, 2021

Rev 1/12/06

Notary Public - State of Michigan

Wayne County

My Commission Expires Oct 21, 2021

Acting in the County of WAYNE

THE FOLLOWING DESCRIBED PREMISES situated in the Township of Van Buren, County of Wayne, Michigan, described as follows:

PARCEL "B2"

Part of Lot 9, Supervisor's Van Buren Plat No. 1, as recorded in Liber 67 of Plats, Page 50, Wayne County Records, Wayne County, Michigan, more fully described as commencing at the Northwest corner of said Lot 9; thence N. 88°25'10" E. 889.90 feet along the North line of said Lot 9 and the South right-of-way of Mott Road, 66 feet wide, to the point of beginning; thence S 01°23'50" E 424.13 feet; thence N 69°11'50" E 251.32 feet along the South line of said Lot 9 and the North right-of-way line of Michigan Avenue, 204 feet wide; thence N 69°36'00" E 18.68 feet along the South line of said Lot 9 and the North right-of-way line of Michigan Avenue; thence N 01°23'50" W 335.36 feet along the East line of said Lot 9 and the West right-of-way line of Denton Road, 66 feet wide; thence S 88°25'10" W 254.71 feet along said North line of Lot 9 and said South right-of-way line of Mott Road to the point of beginning. Subject to easements and restrictions of record, if any. Containing 2.220 Acres.

Tax I.D. No. Part of 83-021-01-0009-301

83-021-01-0009-304



Existing Site



Yalido
Design Group

18500 E. 1st Ave.
Suite 100
Denver, CO 80231

Phone: 303.733.1111
Fax: 303.733.1112
www.yalidodesigngroup.com

05/20/18

Denton Rd

Mott Rd

Michigan Ave

2.22 Acres

269.75

269.75

424.15

424.15



Memo

DATE: May 18, 2017
TO: Planning Commission
FROM: Ron Akers, AICP – Director of Planning & Economic Development
RE: 17-014 Rezoning Request of 49412 Michigan Avenue

Staff Report

File Number: 17-014

Site Address: 49412 Michigan Avenue

Parcel Number: 125-83-021-01-0009-304

Parcel Size: 2.145 Acres

Location: Michigan Avenue, at the northwest corner of Michigan Avenue and Denton Road

Applicant: SCH, INC, 22439 Pardee Ct, Dearborn Heights, MI 48125

Property Owner: Same as applicant.

Request: Applicant is requesting to rezone their existing property located at on Michigan Ave. from C, Local Business & C-2 Extensive Highway Business to C-1, General Commercial.

Zoning and Existing Use: C, Local Business & C-2 Extensive Highway Business, Vacant

Adjacent Zoning and Existing Uses:

North: R-1 (Single Family Residential (Canton Township)) & Vacant

East: C-1 (General Commercial) & Gasoline Filling Station & Drive Thru (under construction)

South: R1-C (Single Family Residential) & Church

West: C-2 (Extensive Highway Business) & Vacant

Other: Public hearing notices were published in the Belleville Area Independent on May 4, 2017 and notices were sent to all property within 300' of the subject property in accordance with the Michigan Zoning Enabling Act.

Summary:

The applicant has requested to rezone the above specified property from C, Local Business & C-2, Extensive Highway Business to C-1, General Commercial. The primary intent of the applicant is to rezone the property to allow the property owner the ability to construct a gasoline filling station at this property. Staff has reviewed this request based on the Township's Master Plan and Zoning Ordinance. Please consider the following:

Master Plan:

The Township's Future Land Use Map depicts this property as General Commercial. The General Commercial designation directly corresponds to the C-1, General Commercial Zoning District. While the Master Plan does not specifically describe General Commercial it does offer a description of commercial land uses. This description is as follows:

"Commercial: This classification includes a cross section of wholesale, retail and services uses offering those items satisfying the day-to-day neighborhood type convenience needs of customers such as: food, meat, drugs, bakery goods, and local services as well as community-wide, thoroughfare-oriented commercial uses offering those items purchase less frequently such as: apparel stores, appliance stores, gas stations, motels, and automotive facilities."

Based on this designation the requested rezoning of this parcel to C-1. General Commercial is consistent with the Township's Future Land Use Map as well as the Township's Master Plan.

Zoning:

The property which is the subject of the request has split zoning on it. The portion of the property at the corner of Denton and Michigan Avenue is zoned C, Local Business while the western portion of the property is zoned C-2, Extensive Highway Business. The proposed rezoning would bring the property under one zoning designation.

Existing C, Local Business: The Local Business District intended to permit retail business and service uses which are needed to serve nearby residential areas. In order to promote such business development, uses are permitted which would not create hazards, offensive and loud noises, vibration, smoke, glare or excessive truck traffic. The intent of this district is also to encourage the concentration of local business in appropriate locations for the mutual benefit of businesses and patrons. It is intended that marginal strip business development along major streets be discouraged.

Existing C-2, Extensive Highway Business: The Extensive Highway Business District, as established in this Section, is intended to permit extensive business uses along heavily traveled highways. The permitted uses require large parcels of property and are intended to serve the general needs of all Township residents. The purpose of this zone is to provide a development pattern along designated major thoroughfares which will avoid unsafe conditions by eliminating

The proposed zoning district will be consistent with the zoning district to the west and east on the same side of Michigan Avenue. There is currently a filling station being constructed on the opposite side of Denton Road where the Planning Commission rezoned the property to C-1, General Commercial.

Proposed C-1, General Commercial: The General Business District, as established in this Article is intended to permit a wider range of business and entertainment activities than those permitted in the Local Business District. The permitted uses are intended to provide business and services usually found in major shopping centers and central business districts at the junction of major streets. These uses generated large volumes of vehicular traffic, require substantial access for off-street parking and loading and require detailed planning, particularly as to relationships with adjacent residential areas.

Based on this the proposed C-1, General Commercial zoning designation is consistent with the zoning of adjacent properties and I anticipate no inconsistencies to arise from the proposed rezoning.

Other Considerations:

The property is located on the northwest corner of Michigan Avenue and Denton Road. Michigan Avenue is a major thoroughfare and will be able to handle the traffic a commercial use would generate. Staff does not anticipate any additional impact on current traffic or infrastructure. At the time of site plan review, special care should be taken to insure that safe access management is encouraged and to ensure that the majority of truck traffic utilizes Michigan Avenue as their primary route rather than Denton Road. The request should not hinder community need for commercial property as rezoning is simply adding to the allowable land uses.

Recommendation:

Staff recommends that the Planning Commissions recommend approval of the request to amend the Township's Zoning Map by rezoning the property located at 49412 Michigan Avenue parcel #125-83-021-01-0009-304 from C, Local Business & C-2, Extensive Highway Business to C-1, General Commercial, based upon the following reasons:

- A. The C-1, General Commercial would be consistent with the zoning of adjacent properties.
- B. The proposed rezoning would be consistent with the Township's Future Land Use Map which designates this property as "General Commercial."
- C. The frontage on Michigan Avenue and Denton Road allow for sufficient vehicular access to handle a more intense commercial use on the property.
- D. The proposed rezoning does not create any shortages of available vacant commercially zoned property in the Township.

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

Notice is hereby given that the Charter Township of Van Buren Planning Commission will hold public hearings on **Wednesday, May 24, 2017 at 7:30 p.m.**, in the Board of Trustees Room, 46425 Tyler Road, Charter Township of Van Buren, Wayne County, Michigan to consider the following requests.

1. **Case 17-014:** A request by SCH, Inc, to rezone the property located at 49412 Michigan Avenue, Van Buren Township, MI 48111 (Parcel ID# V-125-83-021-01-0009-304) from C (Local Business) & C-2 (Extensive Highway Business) to C-1 (General Business).

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

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



Denton Rd

Mott Rd

Hancock Ave

Michigan Ave

Denton Rd

Alley

83 018 02 0134 301
49230 MICHIGAN AVE

83 018 02 0134 005
49250 MICHIGAN AVE

83 021 01 0009 304
49412 MICHIGAN AVE

83 021 01 0009 303
MICHIGAN AVE

83 018 02 0133 000
49255 MICHIGAN AVE

83 021 02 0107 303
6020 DENTON RD

300'

Parcel ID	Address
83 021 01 0009 303	MICHIGAN AVE
83 018 02 0134 005	49250 MICHIGAN AVE
83 018 02 0133 000	49255 MICHIGAN AVE
83 018 02 0134 301	49230 MICHIGAN AVE
83 021 01 0009 304	49412 MICHIGAN AVE
83 021 02 0107 303	6020 DENTON RD



Van Buren
CHARTER TOWNSHIP

Wednesday, May 03, 2017

0 200
Feet
3017 Image

- Case 17-014
Parcels w/in 300'
Tax Parcels
Township

MOTION EXTRACT

Motion Budd, Atchinson second to recommend to the Township Board of Trustees approval of the request to amend the Township's Zoning Map by rezoning the property located at 49412 Michigan Avenue, parcel number V125-83-021-01-0009-304 from C, Local Business and C-2, Extensive Highway Business to C-1, General Commercial, based upon the reasons in Director Akers staff memo dated 5-18-17:

- A. The C-1, General Commercial would be consistent with the zoning of adjacent properties.
- B. The proposed rezoning would be consistent with the Township's Future Land Use Map which designates this property as "General Commercial".
- C. The frontage on Michigan Avenue and Denton Road allow for sufficient vehicular access to handle a more intense commercial use on the property.
- D. The proposed rezoning does not create any shortages of available vacant commercially zoned property in the Township.

Roll Call:

Yeas: Budd, Atchinson, Boynton, Franzoi and Thompson.

Nays: None.

Absent: Kelley.

Motion Carried.

I hereby certify the foregoing is a true and correct copy of a motion adopted by the Planning Commission of the Charter Township of Van Buren at the regularly scheduled meeting of May 24, 2017.



Christina Harman
Recording Secretary

Charter Township of Van Buren

REQUEST FOR BOARD ACTION

Agenda Item: _____

Work Study Date: 06/05/17

Board Meeting: 06/06/17

Consent Agenda _____


New Business X

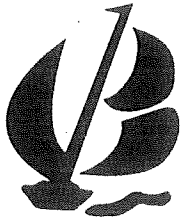
Unfinished Business: _____

Public Hearing _____

ITEM (SUBJECT)	To consider approval of the professional services agreement for General Engineering Services with Fishbeck, Thompson, Carr and Huber, Inc.
DEPARTMENT	Planning & Economic Development
PRESENTER(S)	Matthew R. Best, Deputy Director of Planning and Economic Development
PHONE NUMBER	(734) 699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	James Taylor, Director of Public Services

Agenda topic

ACTION REQUESTED	
To consider approval of the professional services agreement for general engineering services with Fishbeck, Thompson, Carr & Huber, Inc. (FTCH)	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
The QBS process has been followed in the selection of this firm. The Supervisor's Office has negotiated the Contract and presents it for approval by the Township Board. See attachments.	
BUDGET IMPLICATION	Funds for Engineering Services have been allocated in the budget.
IMPLEMENTATION NEXT STEP	If approved, the Supervisor will execute the agreement.
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	
ATTORNEY RECOMMENDATION	The Township Attorney has reviewed the agreement. (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 30, 2017

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

RE: Proposed General Engineering Services Contract with Fishbeck, Thompson, Carr and Huber, Inc.

Honorable Trustees,

During the early portion of 2017 the Township Board of Trustees created a subcommittee to use a qualification based selection to solicit companies who were interested in being the Township's primary engineering consultant. After a comprehensive search the committee recommended to the Township Board that Fishbeck, Thompson, Carr and Huber, Inc. to serve as the Township's engineers. Before you is the proposed contract between the Township and Fishbeck, Thompson, Carr and Huber, Inc. for these services. The following are the key points in the contract:

- Hourly rates and fees are estimated to give a reduction in costs from the previous engineering services contract.
- We have included language which establishes a minimum amount of liability insurance coverage.
- We have included language that limits the liability of the Township in regards to general engineering services.

As always Township staff is mindful of the costs of using consultants and will continue our practice of only utilizing them when it is necessary. If you have any questions or would like to discuss this matter further, please contact me.

Sincerely,

Matthew R. Best, M.S.
Deputy Director of Building and Planning
Van Buren Township



PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME General Township Engineering Services
FTCH CONTACT Stephen C. Nichols, PE
CLIENT Charter Township of Van Buren
CLIENT CONTACT Mr. Kevin McNamara, Township Supervisor
ADDRESS 46425 Tyler Road , Charter Township of Van Buren, MI 48111

Hereby requests and authorizes Fishbeck, Thompson, Carr & Huber, Inc. (FTCH) to perform the following:

SCOPE OF SERVICES:

General Township Engineering Services and activities as outlined in the Charter Township of Van Buren Request for Qualifications dated February 9, 2017, and FTCH Qualifications Statement dated March 2, 2017.

AGREEMENT. The Agreement consists of this page and the documents that are checked:

- ☒ **Terms and Conditions for Professional Services, attached.**
- ☐ **Proposal dated**
- ☒ **Other:** 2017 FTCH – Exhibit A: Terms and Conditions, Exhibit B Hourly Rate Schedule, and Exhibit C Equipment Schedule are all attached.

METHOD OF COMPENSATION:

- ☐ **Lump Sum for Defined Scope of Services**
- ☒ **Hourly Billing Rates plus Reimbursable Expenses**
- ☐ **Other:**

Budget for above Scope of Services:

Hourly not-to-exceed.

ADDITIONAL PROVISIONS (IF ANY):

Contract Period shall be an annual contract with the Hourly Rate Schedule and Equipment Schedule, to be adjusted by FTCH annually in July, commencing July 2018.

APPROVED FOR:

BY: _____
TITLE: _____
DATE: _____

ACCEPTED FOR:

Fishbeck, Thompson, Carr & Huber, Inc.


BY:  _____
TITLE: Senior Vice President
DATE: May 24, 2017

Exhibit A

Terms and Conditions for Professional Services

1. **METHOD OF AUTHORIZATION.** CLIENT may authorize FTCH to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method used, these Terms and Conditions shall prevail as the basis of CLIENT's authorization to FTCH. Any CLIENT document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** CLIENT shall provide all criteria and full information as to requirements for the Project and designate in writing a person with authority to act on CLIENT's behalf on all matters concerning the Project. If FTCH's services under this Agreement do not include full-time construction observation or review of Contractor's performance, CLIENT shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against FTCH that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, CLIENT shall compensate FTCH at hourly billing rates in effect when services are provided by FTCH employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Those costs incurred on or directly for CLIENT's Project. Reimbursement shall be at FTCH's current rate for mileage for service vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
5. **OPINIONS OF COST.** Any opinions of probable construction cost and/or total project cost provided by FTCH will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, FTCH cannot warrant that bids or ultimate construction or total project costs will not vary from such estimates.
6. **PROFESSIONAL STANDARDS; WARRANTY.** The standard of care for services performed or furnished by FTCH will be the care and skill ordinarily used by members of FTCH's profession practicing under similar circumstances at the same time and in the same locality. FTCH makes no warranties, express or implied, under this Agreement or otherwise, in connection with FTCH's services.
7. **TERMINATION.** Either CLIENT or FTCH may terminate this Agreement by giving ten days' written notice to the other party. In such event, CLIENT shall pay FTCH in full for all work previously authorized and performed prior to the effective date of termination, plus (at the discretion of FTCH) a termination charge to cover finalization work necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, FTCH will return to CLIENT all documents and information which are the property of CLIENT.
8. **SUBCONTRACTORS.** FTCH may engage subcontractors on behalf of CLIENT to perform any portion of the services to be provided by FTCH hereunder.
9. **PAYMENT TO FTCH.** Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed. Interest of 1 percent per four-week period will be payable on all amounts not paid within 28 days from date of invoice, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by CLIENT.

CLIENT agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on FTCH by any governmental entity.

If CLIENT directs FTCH to invoice another, FTCH will do so, but CLIENT agrees to be ultimately responsible for FTCH's compensation until CLIENT provides FTCH with that third party's written acceptance of all terms of this Agreement and until FTCH agrees to the substitution.

In addition to any other remedies FTCH may have, FTCH shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.
10. **HAZARDOUS WASTE.** FTCH has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. FTCH shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of FTCH.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, FTCH's total liability to CLIENT for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.

Terms and Conditions for Professional Services (continued)

To the fullest extent permitted by law, FTCH's total liability to CLIENT for any cause or combination of causes, which arise out of claims for which FTCH is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to FTCH by FTCH's insurers in settlement or satisfaction of CLIENT's claims under the terms and conditions of FTCH's insurance policies applicable thereto.

Higher limits of liability may be considered upon CLIENT's written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** CLIENT recognizes and holds FTCH harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** CLIENT shall cause FTCH and FTCH's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by CLIENT which are applicable to the Project. CLIENT shall also provide workers' compensation insurance for CLIENT's employees. CLIENT agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against FTCH.

Upon request, CLIENT and FTCH shall each deliver to the other certificates of insurance evidencing their coverages.

CLIENT shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause FTCH and FTCH's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against FTCH.

14. **INDEMNIFICATION.** FTCH will defend, indemnify, and hold CLIENT harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures to the extent caused by FTCH's negligence or willful misconduct. CLIENT agrees to defend, indemnify, and hold FTCH harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by FTCH's performance of services hereunder, except for injury or loss to the extent caused by the negligence or willful misconduct of FTCH. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** CLIENT and FTCH waive consequential damages for claims, disputes, or other matters in question relating to this Agreement including, but not limited to, loss of business.
16. **LEGAL EXPENSES.** If either CLIENT or FTCH makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If FTCH brings a lawsuit against CLIENT to collect invoiced fees and expenses, CLIENT agrees to pay FTCH's reasonable collection expenses including attorney fees.
17. **OWNERSHIP OF WORK PRODUCT.** FTCH shall remain the owner of all drawings, reports, and other material provided to CLIENT, whether in hard copy or electronic media form. CLIENT shall be authorized to use the copies provided by FTCH only in connection with the Project. Any other use or reuse by CLIENT or others for any purpose whatsoever shall be at CLIENT's risk and full legal responsibility, without liability to FTCH. CLIENT shall defend, indemnify, and hold harmless FTCH from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. **ELECTRONIC MEDIA.** Data, reports, drawings, specifications, and other material and deliverables may be transmitted to CLIENT in either hard copy, digital, or both formats. If transmitted electronically, and a discrepancy or conflict with the electronically transmitted version occurs, the hard copy in FTCH's files used to create the digital version shall govern. If a hard copy does not exist, the version of the material or document residing on FTCH's computer network shall govern. FTCH cannot guarantee the longevity of any material transmitted electronically nor can FTCH guarantee the ability of the CLIENT to open and use the digital versions of the documents in the future.
19. **GENERAL CONSIDERATIONS.** CLIENT and FTCH each are hereby bound and the partners, successors, executors, administrators, and legal representatives of CLIENT and FTCH are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither CLIENT nor FTCH shall assign this Agreement without the written consent of the other.

Neither CLIENT nor FTCH will have any liability for nonperformance caused in whole or in part by causes beyond FTCH's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed by the law of the principal place of business of FTCH.

This Agreement constitutes the entire agreement between CLIENT and FTCH and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

End of Terms and Conditions for Professional Services

Professional Services Agreement Amendment 1

Between FTCH and Van Buren Township
Dated May 24, 2017
For General Township Engineering Services

The Terms and Conditions for this project are modified as follows:

Section 7 – Replace Section 7 with the following:

TERMINATION. Either CLIENT or FTCH may terminate this Agreement by giving ten days' written notice to the other party. In such event, CLIENT shall pay FTCH in full for all work previously authorized and performed prior to the effective date of termination, plus charges to cover finalization work necessary to bring ongoing work to a logical conclusion at the agreed upon rates in this PSA.

Section 8 – Replace Section 8 with the following:

SUBCONTRACTORS. Upon obtaining CLIENT'S prior approval, FTCH may engage subcontractors on behalf of to perform any portion of the services to be provided by FTCH hereunder.

Section 9 – Replace Section 9 with the following:

PAYMENT TO FTCH. Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed. Interest of 1 percent per four week period will be payable on all amounts not paid within 56 days from date of invoice, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by CLIENT.

CLIENT agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on FTCH by any governmental entity. If CLIENT directs FTCH to invoice another, FTCH will do so, but CLIENT agrees to be ultimately responsible for FTCH's compensation until CLIENT provides FTCH with that third party's written acceptance of all terms of this Agreement and until FTCH agrees to the substitution.

In addition to any other remedies FTCH may have, FTCH shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

Section 11 – Replace Section 11 with the following:

LIMITATION OF LIABILITY. To the fullest extent permitted by law, FTCH's total liability to CLIENT for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the Per Claim Limit of Professional Liability as listed on the FTCH Certificate of Liability Insurance

FTCH shall maintain at all times during the term of this Agreement, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage to cover any claims or damages arising out of the services performed by FTCH pursuant to this Agreement in the amount of \$1,000,000/\$2,000,000 in accordance with occurrence/aggregate and Professional Liability Insurance coverage in the amount of \$1,000,000/\$2,000,000 per occurrence/aggregate.

To the fullest extent permitted by law, FTCH's total liability to CLIENT for any cause or combination of causes, which arise out of claims for which FTCH is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to FTCH by FTCH's insurers in settlement or satisfaction of CLIENT's claims under the terms and conditions of FTCH's insurance policies applicable thereto.

Higher limits of liability may be considered upon CLIENT's written request, prior to commencement of services, and agreement to pay an additional fee.



Section 14

INDEMNIFICATION. FTCH will defend, indemnify, and hold CLIENT harmless from any claim, liability, or defense cost for injury or loss sustained by any party to the extent caused by FTCH's negligence or willful misconduct.

Section 19

GENERAL CONSIDERATIONS. CLIENT and FTCH each are hereby bound and the partners, successors, executors, administrators, and legal representatives of CLIENT and FTCH are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither CLIENT nor FTCH shall assign this Agreement without the written consent of the other.

Neither CLIENT nor FTCH will have any liability for nonperformance caused in whole or in part by causes beyond FTCH's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed by the law of the State of Michigan.

This Agreement constitutes the entire agreement between CLIENT and FTCH and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

All other Terms and Conditions shall remain unchanged.

APPROVED FOR:

Van Buren Township

BY: _____

TITLE: _____

DATE: _____

ACCEPTED FOR:

Fishbeck, Thompson, Carr & Huber, Inc.

BY: _____

TITLE: _____

DATE: _____

A handwritten signature in black ink, appearing to read 'Stephen E. Nichols', written over a horizontal line.

Senior Vice President

May 24, 2017

Exhibit B

**Van Buren Charter Township – Professional Consulting Services
2017 Individual Hourly Rates***

Direct Expenses

Category	Rate
Photocopies	\$0.10/copy
Mileage/Passenger Vehicles	\$0.70/mile
Field and Services Vehicles	\$0.95/mile (\$37/day minimum)
Global Positioning Unit	\$50/hour
Survey Robot	\$35/hour
Flow Monitor	\$650/month
Equipment Schedule	Separate Schedule
Expenses and Outside Services	Cost plus 10%

Exhibit C

EQUIPMENT SCHEDULE



Sampling/Monitoring Equipment

<u>Equipment Description</u>	<u>Rate</u>	<u>Unit</u>	<u>Rate</u>	<u>Unit</u>
Bailer, Disposable	\$12	Each		
Bladder/grab plate for bladder pump	\$15	Each		
Colorimeter, Hach	\$40	Day		
Composite Water Sampler, Isco	\$40	Day		
Filter, FF8100, Disposable	\$9	Each		
Filter, FF8200, Disposable	\$20	Each		
Filter, In Line (10 µm) Disposable	\$10	Unit		
Gloves, Disposable	\$1	Pair		
Hach Kit	\$25	Day		
Hand Auger	\$40	Day		
Hermit Data Logger	\$100	Day	\$400	Week
Kemmerer	\$40	Day		
Meter, Dissolved Oxygen	\$40	Day		
Meter, Flowcell (T/SC/PH/EH)	\$110	Day		
Meter, In-Situ MP 9000	\$110	Day	\$350	Week
Meter, Interface with 100 ft reel	\$50	Day		
Meter, LDO Hach HQ40d	\$100	Day		
Meter, Eh/pH	\$45	Day		
Meter, Conductivity	\$45	Day		
Meter, Water Level	\$25	Day		
Methanol VOC Sample Preservation Kits	\$10	Each		
MiniTROLL/Level-TROLL	\$75	Day	\$300	Week
FID	\$100	Day		
PID	\$100	Day		
Ponar Dredge/Sludge Judge	\$40	Day		
Pump, Bladder	\$100	Day		
Pump, Gear Large	\$125	Day	\$500	Week
Pump, Grundfos	\$110	Day		
Pump, Peristaltic	\$50	Day		
Pump, Peristaltic B/T Large	\$80	Day	\$300	Week
Pump, Redi Flo 3	\$120	Day		
Pump, Whale/Typhoon	\$40	Day		
Pygmy Meter	\$50	Day		
Tubing, Bladder Pump	\$1	Foot		
Tubing, Peristaltic Pump	\$0.25	Foot		
Turbidimeter	\$40	Day		

EQUIPMENT SCHEDULE



General Equipment

<u>Equipment Description</u>	<u>Rate</u>	<u>Unit</u>
Air Compressor	\$55	Day
Boat	\$50	Day
Concrete Testing Equipment	\$50	Day
Confined Space Equipment	\$200	Day
Escape Pack	\$50	Day
Flow Monitor	\$650	Month
Gas Monitor/434 Meter	\$100	Day
Gas Multi Meter (O3, O2, LEL, H2S, CO)	\$100	Day
Generator	\$60	Day
GPS Trimble	\$30	Day
GPS, L1/L2	\$50	Hour
Hammer Drill, HILTI	\$50	Day
Injection Manifold 1" (3 pt)	\$100	Day
Injection Manifold ½" (10 pt)	\$150	Day
Injection Trailer	\$4,500	Week
J Plug 2"	\$18	Each
J Plug 4"	\$23	Each
Journal, Bound	\$30	Each
Lock, Standard	\$10	Each
Lock, 2 inch	\$15	Each
Metal Detector	\$50	Day
Microscope	\$25	Day
ORV, Kubota/Kawasaki Mule	\$150	Day
Permeameter, Guelph	\$100	Day
PPE, Level D	\$15	Unit
Pressure transducer/recorder	\$50	Day
Pump, Trash	\$50	Day
Rain Gauge	\$275	Month
Respirator, Disposable	\$15	Unit
Respirator-Full Face	\$50	Each
Trailer	\$40	Day
Tyvek suit	\$20	Each

EQUIPMENT SCHEDULE



Industrial Hygiene Equipment

<u>Equipment Description</u>	<u>Rate</u>	<u>Unit</u>	<u>Rate</u>	<u>Unit</u>
Agar Plate	\$2	Each		
Air Sampling-Cassette PCM/TEM	\$2	Each		
Air Sampling-Cassette, Air-O-Cell	\$5	Each		
Anemometer	\$35	Day	\$140	Week
Asbestos Cutting Sleeve	\$3	Each		
Boroscope	\$50	Day		
Burkard	\$25	Day	\$100	Week
Cooler, styrofoam sample	\$5	Each		
Cyclone sampler	\$12	Day	\$48	Week
Fit Test Kit	\$25	Each		
Geiger Counter	\$30	Day		
Greased Slide/Holder	\$5	Each		
IAQ Meter	\$57	Day	\$180	Week
Impinger	\$25	Each		
Laser Particle Counter	\$100	Day	\$360	Week
Lead Check Stick	\$3	Each		
Level I Instrument	\$45	Day	\$180	Week
Manometer, Data Logging	\$45	Day	\$135	Week
Microscope, Phase Contrast	\$25	Day		
Moisture Meter	\$17	Day	\$60	Week
Noise Dosimeter	\$45	Day	\$145	Week
Octave Band Filter	\$80	Day	\$200	Week
Pump, High Volume Air	\$25	Day	\$75	Week
Pump, Low Volume Air	\$25	Day	\$75	Week
Sample Tube Holder	\$5	Day		
Sieve Sampler, Andersen	\$30	Day	\$100	Week
Smoke Tubes	\$5	Each		
Sound Level Meter, Type I	\$80	Day	\$240	Week
TSI Q-Trak	\$65	Day	\$220	Week
TSI Sidepack	\$75	Day	\$260	Week
VLF Survey Meter	\$55	Day	\$200	Week
Wall Cavity Sampler	\$2	Each		

Exhibit B 2017 Individual Hourly Rates

Van Buren Charter Township – Professional Consulting Services 2017 Individual Hourly Rates*

The following hourly rates are for FTCH professionals involved in providing professional consulting services to Van Buren Charter Township.

Category	Role	2017 Rate*
Project Management	Project Manager	\$181
Engineering	Senior Engineer	\$157
	Engineer	\$124
	Staff Engineer	\$100
Inspection	Senior Technician	\$110
	Technician	\$90
	Staff Technician	\$70
Surveying	Senior Surveyor	\$125
	Surveyor	\$110
	Survey Specialist	\$95
GIS Mapping/CADD	Senior Technician	\$126
	Technician	\$95
	Staff Technician	\$85
Environmental Scientist	Senior Environmental Specialist	\$145
	Environmental Specialist	\$105
	Staff Environmental Specialist	\$85
Specialist	Senior Engineering Specialist	\$145
	Senior Estimator	\$155
Architecture	Senior Architect	\$155
	Architect	\$120
	Staff Architect	\$95
Administrative	Principal	\$205
	Senior Associate	\$182
	Associate	\$182
	Clerical/Production Support	\$67

*Contract Period shall be an annual contract with the Hourly Rate Schedule and Equipment Schedule, to be adjusted by FTCH annually in July, commencing July 2018.

FTCH will endeavor to assign the most experienced, cost effective professional, technician or support staff to a Van Buren Township project with the goal of providing cost efficient professional consulting services.

Invoices are rendered every four weeks and payment is due upon receipt.



Charter Township of Van Buren

REQUEST FOR BOARD ACTION

Agenda Item: _____

WORK STUDY MEETING DATE: 06/05/17

BOARD MTG. DATES: 06/06/17

Consent Agenda _____


New Business X

Unfinished Business _____

Public Hearing _____

ITEM (SUBJECT)	To consider approval of a contract with McKenna & Associates to provide general planning services.
DEPARTMENT	Planning & Economic Development
PRESENTER	Ron Akers, Director of Planning & Economic Development
PHONE NUMBER	734-699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	N/A

Agenda topic

ACTION REQUESTED	
To consider approval of a contract with McKenna & Associates to provide general planning services.	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
Please see attached letter.	
BUDGET IMPLICATION	Funds for Planning Services have been allocated in the budget.
IMPLEMENTATION NEXT STEP	If approved, the Supervisor and Clerk will execute the contract.
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	N/A
ATTORNEY RECOMMENDATION	Attorney has reviewed the contract. (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 30, 2017

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

RE: Proposed General Planning Services Contract with McKenna & Associates

Honorable Trustees,

During the early portion of 2017 the Township Board of Trustees created a subcommittee to use a qualification based selection to solicit companies who were interested in being the Township's primary planning consultant. After a comprehensive search the committee recommended to the Township Board that McKenna & Associates to serve as the Township's planners. Before you is the proposed contract between the Township and McKenna & Associates for these services. The following are the key points in the contract:

- Hourly rates and fees are consistent with the current contract that we have with them. They have also agreed to maintain those fees through 2018.
- We have asked that language be added regarding insurance coverage which establishes a minimum amount of liability insurance coverage.
- We have compared the fee schedule to another fee schedule received in the evaluation process and have found this McKenna & Associates proposal to be more cost effective.

As always Township staff is mindful of the costs of using consultants and will continue our practice of only utilizing them when it is necessary. 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

**AGREEMENT FOR PROFESSIONAL AND
TECHNICAL PLANNING ADVISORY SERVICES**

THIS AGREEMENT, entered into this ____ day of _____, 2017, by and between the CHARTER TOWNSHIP OF VAN BUREN, WAYNE COUNTY, State of Michigan, referred to as "Township" and McKENNA ASSOCIATES, INCORPORATED, a Michigan corporation of Northville, Michigan, referred to as "Consultant."

WITNESS:

SECTION 1 – AGREEMENT

For and in consideration of the faithful and workmanlike performance of the services described, the Township hereby hires the Consultant and shall pay the Consultant as described in Section 7. This agreement shall continue in effect from the date of execution until such time as there is a ninety (90) day notice of termination by either the Township or the Consultant.

SECTION 2 - HOURLY RATED SERVICES

For services rendered pursuant to Section 2, the Township shall pay the Consultant at the hourly rate specified in Section 7.A., only upon request by the Township and Township approval of a prior estimate from the Consultant:

- A. Preparation for and attendance at Planning Commission, Zoning Board of Appeals, and Township Board meetings. At the meetings, the Consultant shall:
 - 1. Confer with the Developmental Services Department staff, Chairperson and/or Township Supervisor regarding the agenda prior to the meeting.
 - 2. During the meeting provide guidance and assistance regarding local and State legislation, procedures, regulations and planning, zoning and design principles.
- B. On a day-to-day basis the Consultant shall provide telephone advice, assistance and coordination with Township officials, especially the Developmental Services Department staff, Township Supervisor and Planning Commission Chair, and others doing business with the Township in all matters pertaining to administrative, advisory and legislative responsibilities, as applied to zoning, subdivision, commercial/industrial/multiple-family and other developmental issues, as requested by the Township.
- C. The Consultant shall make available its professional library of planning, design, development, housing, zoning and census information.
- D. The Consultant shall review potential land development proposals as to advisability and feasibility pursuant to the Township's land regulations and plans.
- E. Coordination of Township planning activities with other local, county, state, and regional agencies and authorities with jurisdiction, including but not limited to the Michigan Department of Natural Resources, and Michigan Department of Transportation, the Michigan State Housing Development Authority, when requested by the Township.
- F. The Consultant shall make the Township officials generally aware of the availability of sources of various funds and economic development mechanisms.
- G. Provision of assistance on the Community Development Block Grant (CDBG) and Neighborhood Stabilization (NSP) programs and assistance on other similar Federal, State and local programs which may be applicable.
- H. Preparation for and attendance at meetings of a planning or coordinating nature, with other agencies or groups, as requested by authorized Township officials.
- I. Professional planning and related work in the maintenance of the Master Plan and interpretation and revision of the plan as required.
- J. Provision of verbal and/or written reports, reviews and recommendations or other services (e.g., extensive revisions of zoning ordinance, map and text) to the Township as specifically requested by authorized Township officials.

- K. Review of proposed developments which require extensive economic development assistance, environmental assessments, extensive traffic studies or environmental impact statements beyond usual site plan review.
- L. Provision of other technical services related to planning, land use and spatial concerns, as may be requested by authorized Township officials.
- M. Sitting as expert witness or fact witness in court cases involving the Township, for a fee equivalent to one hundred fifty percent (150%) of the hourly rate specified in Section 7.A.
- N. Preparation of grant applications for submission to federal, state, county or other agencies.
- O. Provision of on-site planning and zoning services as requested by authorized Township officials.
- P. Provision of other professional, technical and design services as may be requested by authorized Township officials.

SECTION 3 - REVIEW SERVICES

The Consultant shall provide written technical recommendations on site plans, special approvals, rezonings, variances, and lot splits (land divisions), in accordance with the Township Zoning Ordinance and subdivision reviews in accordance with the Township Subdivision Control Ordinance. All such work shall be paid by the Township in accordance with the schedule of fees included in Section 7.B., herein.

For each review, the Consultant shall undertake the following activities:

- A. Initially review the site using aerial photos.
- B. Discuss the case by telephone or in person with the applicant and Township officials regarding review issues.
- C. Review all relevant planning issues (not including specific technical engineering issues).
- D. Prior to scheduled review by the Township (in time for inclusion with agenda packages), submission of a written review and recommendation to the Township.

SECTION 4 - COOPERATION

The Consultant shall have the cooperation of Township officials, including the Township Supervisor, Clerk/Treasurer, Attorney, Engineer, and other staff and consultants in the collection of data and other information for the agreed upon services.

SECTION 5 - CONSULTANT PROVISIONS

The Consultant agrees to furnish all materials and services including salaries and benefits of employees engaged by the Consultant and other overhead expenses necessary to undertake the above services for the Township and to assume all cost, except as otherwise provided in this agreement.

SECTION 6 - TOWNSHIP PROVISIONS

If requested by the Consultant and if available, the Township shall furnish the following in digital format, or paper format if no digital version is available, without charge to the Consultant:

- A. Up-to-date copies of Township code of ordinances, including zoning and land division ordinances, forms, guidelines and policies.
- B. Copies of previously prepared studies, plans, census and other available data.
- C. Aerial photographs with property lines as available from Wayne County; reproducible GIS or CAD maps of the Township, as available.
- D. Copies of the agenda and minutes for each Planning Commission meeting, and copies of site plans, documents, applications and related information for items on each Planning Commission agenda.

SECTION 7 - COMPENSATION

For and in consideration of performing services consistent with industry standards and delivery of the above services as set forth herein, the Township shall pay the Consultant monthly for services pursuant to this agreement within a period of thirty (30) days after receipt from the Consultant of an itemized voucher describing services performed, and when applicable, the time spent in rendering such services at the agreed upon hourly rate, per the schedule below:

A. Hourly Rated Services under Section 2

For services rendered pursuant to Section 2 above, the Township shall pay the Consultant at the hourly rate specified in the following schedule, including mileage at the rate of \$.50 per mile and one half of the travel time to Township offices, only upon request by the Township for these services and travel:

<u>Professional Classification</u>	<u>Rate Per Hour*</u>
President	\$133.90
Vice President	\$125.54
Director	\$119.58
Senior Principal or Manager	\$104.01
Principal	\$100.44
Senior	\$78.91
Associate	\$65.77
Assistant	\$53.81
Aide	\$41.84
Administrative Assistant	\$39.47

The hourly rates include all costs of salary, secretarial, taxes, office insurance, telephone facsimile, postage, education, local travel, publications, transportation (to and from client offices) and expenses, except outside reproduction (printing, large quantity copying, photography, etc.) which is invoiced at documented cost.

B. Compensation For Services Under Section 3.

For the following reviews, fees shall be paid by the Township to the Consultant for services rendered per Section 3 of this Agreement, in accordance with the following schedule. Payment of the following fees shall not be contingent upon Township's receipt of payment from the applicants. Where fees are based on hourly rates, upon request Consultant shall provide cost estimate to the Township for review services prior to commencing work.

1. Subdivision (plat) Review (for conventional subdivision and cluster subdivision):
 - a. Sketch Plan Review - (not required, but desirable): \$5.98 per lot with \$275.00 minimum charge.
 - b. Preliminary Plat Review for Tentative Approval. \$478.26 plus \$5.98 per lot.
for Final Approval: \$239.12 plus \$2.98 per lot.
 - c. Final Plat Approval: \$5.98 per lot, with \$239.12 minimum charge.
2. Site Plan Review and Special Approval Reviews:
 - a. Multiple-family: \$376.62 plus \$8.68 per unit.
 - b. Cluster Housing: \$400.54 plus \$8.97 per unit.
 - c. Mobile Home Park: \$567.94 plus \$5.98 per mobile home unit.
 - d. Commercial: \$490.22 plus \$65.76 per acre or fraction thereof.
 - e. Industrial: \$490.22 plus \$64.76 per acre or fraction thereof.
 - f. Public or Semi-Public Uses: \$412.50 plus \$59.78 per acre or fraction thereof.
 - g. Site Condominiums: \$478.26 plus \$5.98 per lot.
 - h. Planned Residential Development:
 1. Planned Residential Development Review: Same as Section 7.B.4.
 2. Final detailed Site Plans: Subdivision plans, or other plans required prior to issuance of building permit - Same as Section 7.B., 1. And 2., above.
 3. Consultation with Township officials and applicant, and other work related to request for Planned Development plan - Consultant shall be paid at an hourly rate as specified in Section 7.A.
3. Rezoning or Conditional Rezoning Review: \$567.94 plus \$5.97 per acre or fraction thereof. For Conditional Rezoning, consultant shall be paid at an hourly rate as specified in Section 7.A. for review of proposed contract and conditions, in addition to the applicable Rezoning review fee specified above.
4. Special Approval or Conditional Use: \$478.26 plus \$8.37 per acre or fraction thereof; in addition to applicable site plan review fee (7.B.2 above).

5. Lot Split and Private Road Reviews: Consultant shall be paid at an hourly rate as specified in Section 7.A.
6. Variances: \$245.12 per variance.
7. Street or Alley Vacations: \$179.34 plus \$29.89 for each abutting lot.
8. Tree Removal Permit Review - \$669.54 plus \$59.78 per acre of official woodland or fraction thereof, plus \$2.12 per regulated tree located outside an official woodland.
9. Concept Plan Review: Consultant shall be paid at an hourly rate as specified in Section 7.A.
10. Meetings with Applicants: Consultant shall be paid at an hourly rate as specified in Section 7.A.
11. Condominium and Subdivision Developments: Consultant shall be paid at an additional fee of \$275.00 for master deed review of condominium plans and documents, and for review of subdivision documents, in addition to applicable rates for review services specified above.
12. Expedited Reviews: If the Township requests a review to be completed within five (5) days (120 hours) after receipt by the Consultant, the Consultant shall be paid a fee equal to one hundred fifty percent (150%) of the above fees for written reports facsimiled to the Township within 120 hours.
13. Resubmission after 90 Days or Major Revisions: 100% of original fee.

The hourly rates, and review fees in Section 7 are valid through December 31, 2018 after which the Consultant may increase its hourly rates, and review fees per classification by a percentage equal to the Consumer Price Index for the Detroit Metro Area as reported by the U.S. Department of Labor, Bureau of Labor Statistics.

SECTION 8 - ADDITIONAL SERVICES

For services requiring additional time or meetings beyond the scope identified in this agreement and as requested by the Township, the Consultant shall be compensated by the Township at the rate set forth in Section 7.A., herein. It is expressly understood and agreed that the compensation provided herein shall not cover the following services:

- A. Preparation of applications for submission to federal, State or County agencies;
- B. Traveling expenses outside Wayne County;
- C. Preparation of area plans, tax increment financing and development plans, project management, capital improvement programs, building inspections, corridor studies, recreation plans, public relations, environmental studies, market studies, municipal department administration, program development and similar plans, programs and studies.
- D. Outside reproduction.

The Consultant shall provide the above services for a separately negotiated fee.

SECTION 9 - EQUAL EMPLOYMENT OPPORTUNITY

There shall be no discrimination against any employee who is employed in the work covered by this Agreement or against any applicant for such employment because of race, color, religion, sex or nation origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.

SECTION 10 - OWNERSHIP OF DATA.

All reports, charts, maps, and graphics shall become the property of the Township, and shall not be furnished to any other party without written permission of the Township.

SECTION 11 - COMPLIANCE WITH ALL LAWS

In performance of this agreement, the Consultant agrees to comply with all applicable federal, State and local statutes, ordinances and regulations, when applicable, including minimum wages, Social Security, unemployment compensation insurance, and Worker's Compensation, and to obtain any and all permits applicable to the performance of this agreement.

SECTION 12 - NO CONFLICT OF INTEREST.

During the term of this Agreement, the Consultant agrees that it shall not accept employment, nor shall it perform services for or on behalf of any client whose interests are adverse to that of the Township, or for which a conflict between the Township and Consultant would be created, without the prior written consent of the Township.

SECTION 13 - COMPLIANCE WITH CODE OF ETHICS.

The consultant agrees it shall be bound by the American Planning Association Code of Professional Ethics.

SECTION 14 – INSURANCE.

The Consultant shall maintain during the life of this Agreement the types of insurance coverage as set forth below:

- A. Workers' Compensation Insurance including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence combined single limit.
- C. Motor Vehicle Liability including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the Van Buren Township as Additional Insureds.
- E. Professional liability insurance with limits of not less than \$1,000,000 per claim.
- F. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance, and Professional Liability Insurance, as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Van Buren Township."

SECTION 15 - INDEMNIFICATION

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Township against damages, liabilities and costs arising from the negligent acts Consultant in the performance of professional services under this Agreement to the extent that the Consultant is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between the Consultant and the Township. The Consultant shall not be obligated to indemnify the Township for the Township's own negligence.

IN WITNESS WHEREOF, the Township and Consultant have executed this Agreement the day and year first above written.

WITNESS:

CHARTER TOWNSHIP OF VAN BUREN
WAYNE COUNTY, MICHIGAN

By: _____

By: _____

McKENNA ASSOCIATES

By: _____
John R. Jackson, AICP, President

Charter Township of Van Buren

Agenda Item: _____

REQUEST FOR BOARD ACTION

WORK STUDY MEETING DATE: 06/05/17

BOARD MTG. DATES: 06/06/17

Consent Agenda _____


New Business X

Unfinished Business _____

Public Hearing _____

ITEM (SUBJECT)	To consider approval of resolution # <u>2017-11</u> , which is to approve an agreement between the Charter Township of Van Buren and Van Buren Public Schools with regards to the paving of McBride Road.
DEPARTMENT	Planning & Economic Development
PRESENTER	Ron Akers – Director of Planning & Economic Development
PHONE NUMBER	734-699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	N/A

Agenda topic

ACTION REQUESTED	
To consider approval of resolution # <u>2017-11</u> , which is to approve an agreement between the Charter Township of Van Buren and Van Buren Public Schools with regards to the paving of McBride Road.	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
Please see attached letter.	
BUDGET IMPLICATION	There should be no impact on the budget.
IMPLEMENTATION NEXT STEP	If agreement is approved it will be executed by the Township Supervisor and Township Clerk.
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	N/A
ATTORNEY RECOMMENDATION	Agreement & Resolution have been reviewed by the Township Attorney (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 26, 2017

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

RE: Agreement between the Charter Township of Van Buren and Van Buren Public Schools
Regarding the paving of McBride Road between Quirk Road and Beck Road.

Honorable Trustees,

The attached resolution is to approve an agreement between the Township and Van Buren Public Schools regarding the paving of McBride Road. This agreement was before the Van Buren Public Schools Board of Education on May 22, 2017 where a resolution was approved to contribute \$90,000 towards the paving project. I have attached an executed copy of the agreement to this letter for the Board's consideration. There are several provisions of this agreement and the following is a brief summary of some of the key points:

- The School District's contribution shall not exceed \$90,000
- The funds are required to be deposited on or before the Township authorizes preliminary engineering for the project.
- The funds shall be returned to the School District if the project is not completed.
- The agreement will not be in force until after the Township has finalized the creation of the Special Assessment District.

At this time staff is recommending approval of the resolution and agreement. 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

RESOLUTION OF THE CHARTER TOWNSHIP OF VAN BUREN

TO APPROVE THE McBRIDE ROAD PAVING AGREEMENT

RESOLUTION NO. 2017-11

WHEREAS, The Charter Township of Van Buren ("Township") is interested in entering into an Agreement with Van Buren Public Schools ("School District") for the purpose of confirming the rights and obligations of the parties as to the paving of McBride Road between Quirk Road and Beck Road adjacent to McBride Middle School along with the related infrastructure improvements, hereinafter referred to as the "Project". The parties acknowledge that McBride Middle School is a public school which is also used by the community as an election precinct. There is a large amount of school related traffic and it impacts not only the residents on McBride Road, but also everyone in the School District with school age children.

WHEREAS, the Township is participating in the Wayne County Local Township Road Improvement Program ("Program") which Program allocates funds from Wayne County in order to make improvements to residentially zoned roads in the Township; and

WHEREAS, the Project requires that the Township or other local groups provide a local funding match of twenty (20%) percent of the Project cost; and

WHEREAS, the Township has solicited various local groups who might be interested in partnering with the Township to provide the required 20% local matched funding to implement the Project; and

WHEREAS, in response to that solicitation, the Township received a petition signed by the requisite number of resident property owners along McBride Road to participate in the local matched funding of the Project through a special assessment and also received a Resolution Authorizing Special

Assessment Agreement from the Van Buren Public Schools dated February 27, 2017 which resolution, among other things, authorized the Superintendent "to negotiate and enter into an agreement with Van Buren Township to pay a special assessment against the McBride Middle School property in an amount not to exceed \$90,000.00 for the costs of paving McBride Avenue"; and,

WHEREAS, at a regular meeting of the Township Board of Trustees on April 18, 2017, the Township approved the Project and authorized the special assessment process to go forward; and

WHEREAS, the Township and School District desire to proceed with the Project pursuant to the terms and conditions set forth in the Agreement.

NOW THEREFORE, be it resolved that The Charter Township of Van Buren hereby agrees that the Agreement between the Township and School District attached hereto as Exhibit A is hereby approved, and the Supervisor and Clerk are hereby authorized to execute the Agreement.

ON MOTION OF _____, SUPPORTED BY _____, the foregoing Resolution was adopted by the following vote:

The following members voted:

ROLL CALL: ABSENT _____ AYE _____ NAY _____

I, LEON WRIGHT, Clerk for The Charter Township of Van Buren, hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Township Board for The Charter Township of Van Buren at a regular meeting held on the _____ day of _____, 2017, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been available as required by said Act.

Leon Wright, Clerk

AGREEMENT

THIS AGREEMENT entered into this 25th day of May, 2017 between the Charter Township of Van Buren, a Michigan municipal corporation ("Township") and Van Buren Public Schools, a Michigan public school district ("School District"). This Agreement is made for the purpose of confirming the rights and obligations of the parties as to the paving of McBride Road between Quirk Road and Beck Road adjacent to McBride Middle School along with the related infrastructure improvements, hereinafter referred to as the "Project". The parties acknowledge that McBride Middle School is a public school which is also used by the community as an election precinct. There is a large amount of school related traffic and it impacts not only the residents on McBride Road, but also everyone in the School District with school age children.

WHEREAS, the Township is participating in the Wayne County Local Township Road Improvement Program ("Program") which Program allocates funds from Wayne County in order to make improvements to residentially zoned roads in the Township; and

WHEREAS, the Project requires that the Township or other local groups provide a local funding match of twenty (20%) percent of the Project cost; and

WHEREAS, the Township has solicited various local groups who might be interested in partnering with the Township to provide the required 20% local matched funding to implement the Project; and

WHEREAS, in response to that solicitation, the Township received a petition signed by the requisite number of resident property owners along McBride Road to participate in the local matched funding of the Project through a special assessment and

also received a Resolution Authorizing Special Assessment Agreement from the Van Buren Public Schools dated May 22, 2017 which resolution, among other things, authorized the Superintendent "to negotiate and enter into an agreement with Van Buren Township to pay a special assessment against the McBride Middle School property in an amount not to exceed \$90,000.00 for the costs of paving McBride Avenue." (A copy of the Resolution is attached as Exhibit A); and,

WHEREAS, at a regular meeting of the Township Board of Trustees on April 18, 2017, the Township approved the Project and authorized the special assessment process to go forward; and

WHEREAS, the Township and School District desire to proceed with the Project pursuant to the terms and conditions set forth in the Agreement.

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

1. The parties acknowledge and agree that the estimated cost of the Project is \$927,035 and the estimated 20% local match is \$185,407. The School District's estimated participation shall be in an amount not to exceed \$90,000 and the estimated participation through the Special Assessment District as to local residents will be \$95,407. The 80% Wayne County grant is estimated to be \$741,628. The parties acknowledge that the final cost will be based on the actual cost of construction, provided however that the School District's cost shall not exceed \$90,000.
2. The Township shall take all steps necessary to proceed with the Project including the creation of the Special Assessment District including the

adoption of a resolution to proceed, notice and set public hearings, set and confirm the assessment roll, proceed with preliminary pre-construction engineering, bid and award the construction of the Project and initiate and complete construction.

3. The School District's payment to the Township of \$90,000 shall be deposited with the Township on or before the date the Township authorizes and approves preliminary engineering to commence for the Project. The Township shall hold the money in escrow to be used solely and exclusively for the payment of Project expenses. In the event the Project does not proceed to conclusion for any reason, the Township shall return to the School District any portion of the \$90,000 not yet spent on the Project and the parties shall have no further obligation whatsoever to each other.
4. The parties further agree that no provision in this Agreement constitutes or acts as a waiver of any governmental immunity that the Township and/or School District, their agencies, officers, employees, agents or elected officials enjoy under applicable statutory or common law.
5. It is mutually understood and agreed that neither of the parties hereto shall be held responsible for damages occasioned by delay or failure to perform where due to fire, strike, flood, acts of God, unavailability of labor, material, legal acts of public authorities, or delays caused by public carriers or third persons (including contractors or subcontractors) which cannot reasonably be foreseen or provided against.

6. Each party to this Agreement shall remain responsible for any claims arising out of its own acts and/or omissions during the performance of this Agreement, as provided by law. This Agreement is not intended to increase either party's liability for, or immunity from, tort claims. This Agreement is not intended nor shall it be interpreted as giving either party hereto a right of indemnification, either by agreement or by law, for claims arising out of the performance of this Agreement.
7. Notification regarding anything in connection with this Agreement shall be sent in writing via first class mail to:

For the Township

Kevin McNamara, Supervisor
Charter Township of Van Buren
46425 Tyler Road
Van Buren Township, MI 48111

-and-

Leon Wright, Clerk
Charter Township of Van Buren
46425 Tyler Road
Van Buren Township, MI 48111

For the School District

Peter J. Kudlak, Superintendent
Van Buren Public Schools
555 W. Columbia Ave.
Belleville, MI 48111

8. This Agreement, including the Exhibit hereto, embodies the entire Agreement and understanding among the parties and supersedes all prior agreements and understandings related to the subject matter thereof. No rights or

remedies are or will be acquired by either party, orally, through implication or otherwise, unless set forth herein.

9. This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one agreement.

10. This Agreement is effective only upon approval of the Township as evidenced by a resolution adopted by the Township Board of Trustees and by the School District as evidenced by a resolution adopted by the School District Board of Education.

11. Notwithstanding anything to the contrary contained herein, the Agreement shall have no force and effect until the Township has finalized the creation of the Special Assessment District and confirmed the Special Assessment tax roll in accordance with all applicable State statutory and local ordinance procedures.


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

Charter Township of Van Buren

By: _____
Kevin McNamara, its Supervisor

By: _____
Leon Wright, its Clerk

Van Buren Public Schools



Peter J. Kudlak, its Superintendent

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT AGREEMENT

The meeting was called to order by President Johnston.

Absent: Members None

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

Ayes: Alison Bennett, Kevin English, Susan Featheringill, Keith Johnston, Kelly Owen
and Simone Pinter

Nays: None

Motion declared adopted.

Kevin English, Secretary
Board of Education
Van Buren Public Schools

The undersigned duly qualified and acting Secretary of the Board of Education of Van Buren Public Schools, Wayne and Washtenaw County, Michigan, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board of Education at a regular meeting held on May 22, 2017, the original of which resolution is a part of the Board's minutes and further certifies that notice of the meeting was given to the public under the Open Meetings Act, 1976 PA 267, as amended.

Kevin English, Secretary
Board of Education
Van Buren Public Schools

EXHIBIT 1

VAN BUREN PUBLIC SCHOOLS COUNTIES OF WAYNE AND WASHTENAW STATE OF MICHIGAN

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT AGREEMENT

A regular meeting of the Board of Education (the "Board") of Van Buren Public Schools (the "School District") was held in the School District, on February 27, 2017, at 7:00 p.m.

The meeting was called to order by President Johnston.

Present: Members Alison Bennett, Kevin English, Susan Featheringill, Sherry Frazier,
Keith Johnston, Kelly Owen, and Simone Pinter

Absent: Members None

The following preamble and resolution were offered by Member Susan Featheringill and supported by Member Kevin English:

WHEREAS, Van Buren Township (the "Township") intends to pave McBride Avenue adjacent to McBride Middle School and to pay for a portion of the costs thereof via the levy of a special assessment against benefited properties; and

WHEREAS, Section 1141 of the Revised School Code permits a school district to "enter into an agreement with a ... township to pay special assessments for local improvements levied against school property ..."; and

WHEREAS, the School District and McBride Middle School will greatly benefit from the paving and the School District has determined that it is in the best interests of the School District to enter into an agreement with the Township to pay a special assessment levied against the McBride Middle School property to assist in the costs of the paving.

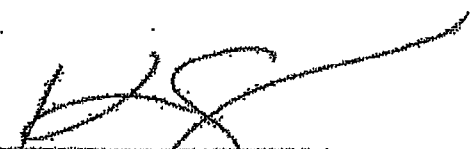
THEREFORE, BE IT RESOLVED THAT:

1. The Board hereby authorizes the Superintendent to negotiate and enter into an agreement with Van Buren Township to pay a special assessment against the McBride Middle School property in an amount not to exceed \$90,000 for the costs of paving McBride Avenue.
2. The Board hereby waives notice of any special assessment hearings related to the special assessment described herein.
3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

Ayes: Alison Bennett, Kevin English, Susan Featheringill, Sherry Frazier
Keith Johnston, Kelly Owen, and Simone Pinter

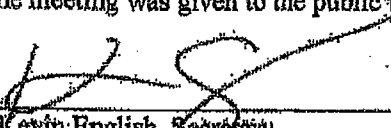
Nays: None

Motion declared adopted.



Kevin English, Secretary
Board of Education
Van Buren Public Schools

The undersigned duly qualified and acting Secretary of the Board of Education of Van Buren Public Schools, Wayne and Washtenaw County, Michigan, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board of Education at a regular meeting held on February 27, 2017, the original of which resolution is a part of the Board's minutes and further certifies that notice of the meeting was given to the public under the Open Meetings Act, 1976 PA 267, as amended.



Kevin English, Secretary
Board of Education
Van Buren Public Schools

Charter Township of Van Buren

Agenda Item: _____

REQUEST FOR BOARD ACTION

WORK STUDY MEETING DATE: 06/05/17

BOARD MTG. DATES: 06/06/17

Consent Agenda _____

New Business X

Unfinished Business _____

Public Hearing _____

ITEM (SUBJECT)	To consider a resolution to declare the Township's intent to establish a Special Assessment District for the McBride Road Improvement District and schedule the necessary public hearings.
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 a resolution to declare the Township's intent to establish a Special Assessment District for the McBride Road Improvement District and schedule the necessary public hearings.	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
Please see attached letter.	

BUDGET IMPLICATION	None, costs are pass through.
IMPLEMENTATION NEXT STEP	Township Board will hold two (2) public hearings as required by PA 188 of 1954, the Public Improvements Act

DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	N/A

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

ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	



Charter Township of Van Buren

BOARD OF TRUSTEES

SUPERVISOR
Kevin McNamara

CLERK
Leon Wright

TREASURER
Sherry A. Budd

TRUSTEE
Sherry A. Frazier

TRUSTEE
Kevin Martin

TRUSTEE
Reggie Miller

TRUSTEE
Paul D. White

May 30, 2017

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

RE: Resolution to Establish the Necessary Public Hearings for the McBride Road Improvement District.

Honorable Trustees,

The Township is participating in Wayne County's Local Road Initiative program. The County will reimburse 80% of the construction costs of rehabilitating and improving certain local Township roads. The Township was presented with a resolution from Van Buren Public Schools and a petition signed by the owners along McBride road, which represents at least 60% of the lineal foot frontage along McBride road as verified by the Township Assessing department. The purpose of the Special Assessment District (SAD) is to raise the funds for the required 20% match of the Wayne County funds. No Township dollars will be used for the project. All costs will be assessed against the properties benefitted by the project through the SAD which will include administrative costs and interest.

Van Buren Public Schools has signed the agreement to participate in the road project. I have attached the agreement to this letter. The following is the revised timeline associated with this project. Please keep in mind many of these items are estimates:

- June 06 – Set 1st public hearing for June 20th.
- June 08th & June 15th – Notices for 1st public hearing are published in newspaper.
- First class mailings are sent at least ten (10) days prior to hearing.
- June 20th – 1st Public hearing is held; district is approved, and the 2nd public hearing is set.
- July 6th & July 13th – Notices for 2nd public hearing are published in newspaper.
- First class mailings are sent at least ten (10) days prior to hearing
- July 18th - 2nd Public hearing is held, the assessment roll is set, and the Township will authorize Engineer to resume preliminary engineering.
- Mid-August - Preliminary Engineering completed
- Mid-September – Bid Opening
- October – Contract Award
- Late Fall/Early Spring - Construction

I have attached to this letter a proposed resolution, a summary of the petition, the executed agreement with Van Buren Public Schools, and a summary of Engineer's opinion of cost. 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

**PA 188 of 1954 Proceedings
DECLARATION OF INTENT TO ESTABLISH
A SPECIAL ASSESSMENT DISTRICT**

Excerpts from Minutes of a Regular Meeting of the Township Board held at the Township Hall on June 6, 2017.

Members Present:

Members Absent:

The Township Board of the Charter Township of Van Buren received Petitions filed by owners of property within a defined district to create a special assessment for the purpose of providing matching funds to funds from Wayne County for the paving and improvement of necessary structures and other work incidental thereto of McBride Road between Quirk Road and Beck Road in the Township. The total assessment applicable for each property will be determined as follows: Each record owner of a tax parcel will be assessed for one (1) share with costs to be divided among all parcel owners as defined in the district with the exception of the property owned by Van Buren Public Schools. The Township has a separate agreement with the School district establishing the costs associated to their parcel.

Motion was then made by _____, seconded by _____, to adopt the following Resolution:

RESOLUTION – 2017-

WHEREAS, it appears to the Township Board that there is considerable interest by owners of property impacted by the paving and improvement of necessary structures and other work incidental thereto of McBride Road between Quirk Road and Beck Road in the Township and for creating a special assessment to match proposed funding from Wayne County as represented by a petition signed excess of 50% of the owners of lineal foot frontage on the streets, and

WHEREAS, the Board has determined that a special assessment, estimated to be in a total amount of \$579 per year for a period of five (5) years based upon an estimate created by the Township Engineer;

NOW THEREFORE BE IT RESOLVED that the Township Board does hereby tentatively declare its intent to create a special assessment for the purpose of paving McBride Road between Quirk Road and Beck Road per recommendation and cost estimates of the Township Engineer. The total shares applicable for each property will be determined as follows: Each record of a taxable parcel within the district will be assessed for one (1) share with the exception of the property owned by Van Buren Public Schools. The Township has a separate agreement with the School district establishing the costs associated to their parcel. The district shall pay 20% of the total construction costs and all related Township administrative costs. The total costs for the establishment and administering the special assessment per year will be divided equally among shares in the Special Assessment District.

BE IT FURTHER RESOLVED that the Township Board does tentatively designate the Special Assessment District against which the special assessment for improvements will be levied as the **"MCBRIDE ROAD IMPROVEMENT** Special Assessment District", which shall include the lands and premises more particularly described as:

83-062-01-0112-000; 83-062-01-0113-000; 83-062-01-0114-000; 83-062-01-0115-000;
83-062-01-0116-000; 83-062-01-0117-000; 83-062-01-0118-000; 83-062-01-0119-000;
83-062-01-0120-000; 83-062-01-0121-000; 83-062-01-0122-000; 83-062-01-0123-000;
83-062-01-0124-000; 83-062-01-0125-000; 83-062-01-0126-000; 83-062-01-0127-000;
83-062-01-0105-000; 83-062-01-0106-000; 83-062-01-0107-000; 83-062-01-0108-000;
83-062-01-0111-000; 83-062-01-0128-000; 83-062-01-0129-000; 83-062-01-0130-000;
83-062-01-0131-000; 83-062-01-0132-000; 83-062-01-0133-000; 83-063-01-0066-000;
83-063-01-0067-000; 83-063-01-0001-000; 83-063-99-0002-000; 83-063-99-0001-000;
83-062-01-0109-002; 83-062-01-0109-001;

BE IT FURTHER RESOLVED that a hearing, consistent with statute, on any objections to the petitions, to the improvements, the estimate of costs, and to creation of the Special Assessment District proposed to be established for the assessment of the cost of such improvement by the Township Board, shall be held on Tuesday, June 20, 2017 at a regular meeting of the Township Board at The Charter Township of Van Buren Township Hall at 46425 Tyler Rd., Belleville, MI 48111, commencing at 7 PM.

BE IT FURTHER RESOLVED that the Township Clerk be instructed to give the proper notice of such hearing by mailing to all property owners and publication in accordance with law and statute provided.

BE IT FURTHER RESOLVED that all resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

Upon roll call vote, the following voted "Aye":

The following voted "Nay":

Absent:

The Supervisor declared the motion carried and the resolution was duly adopted.

, Township Clerk

CERTIFICATE

I, _____, the duly elected and acting clerk of the Charter Township of Van Buren, hereby certify that the foregoing constitutes a true copy of an excerpt of the Minutes of a regular meeting of the Township Board, Wayne County, Michigan, held on April 21, 2015, at which meeting _____ members were present as indicated in said minutes and voted as therein set forth; that said meeting was held in accordance with the Open Meeting Act of the State of Michigan, and the foregoing Excerpt contains all material pertinent to the _____ Special Assessment District.

, Township Clerk

McBride SAD Summary

Address	Property Status	Signed Petition?	For Sale?	Front Footage	Estimated Total Cost	Estimated Annual Cost Over 5 Years (Not Including Interest)
46716 MCBRIDE AVE	Owner-Occupied	N	N	75	\$2,891.12	\$578.22
46732 MCBRIDE AVE	Rental	N	N	75	\$2,891.12	\$578.22
46748 MCBRIDE AVE	Owner-Occupied	Y	N	75	\$2,891.12	\$578.22
46764 MCBRIDE AVE	Owner-Occupied	Y	N	75	\$2,891.12	\$578.22
46780 MCBRIDE AVE	Owner-Occupied	Y	N	75	\$2,891.12	\$578.22
46796 MCBRIDE AVE	Owner-Occupied	Y	N	75	\$2,891.12	\$578.22
46812 MCBRIDE AVE	Owner-Occupied	Y	N	75	\$2,891.12	\$578.22
46832 MCBRIDE AVE	Owner-Occupied	N	N	75	\$2,891.12	\$578.22
47016 MCBRIDE AVE	Owner-Occupied	Y	N	75	\$2,891.12	\$578.22
47032 MCBRIDE AVE	Owner-Occupied	N	N	75	\$2,891.12	\$578.22
47048 MCBRIDE AVE	Bank	N	N	75	\$2,891.12	\$578.22
47064 MCBRIDE AVE	Owner-Occupied	Y	N	75	\$2,891.12	\$578.22
47080 MCBRIDE AVE	Owner-Occupied	Y	N	75	\$2,891.12	\$578.22
47096 MCBRIDE AVE	Owner-Occupied	Y	N	75	\$2,891.12	\$578.22
47116 MCBRIDE AVE	Owner-Occupied	N	N	75	\$2,891.12	\$578.22
47132 MCBRIDE AVE	Owner-Occupied	N	N	75	\$2,891.12	\$578.22
10386 QUIRK RD	Owner-Occupied	Y	N	265	\$2,891.12	\$578.22
46616 MCBRIDE AVE	Owner-Occupied	N	N	75.1	\$2,891.12	\$578.22
46632 MCBRIDE AVE	Owner-Occupied	Y	N	75	\$2,891.12	\$578.22
46648 MCBRIDE AVE	Owner-Occupied	N	N	75	\$2,891.12	\$578.22
46696 MCBRIDE AVE	Owner-Occupied	Y	N	75	\$2,891.12	\$578.22
47148 MCBRIDE AVE	Church	Y	N	75	\$2,891.12	\$578.22
47164 MCBRIDE AVE	Owner-Occupied	Y	N	75	\$2,891.12	\$578.22
47180 MCBRIDE AVE	Bank	N	N	75	\$2,891.12	\$578.22
47196 MCBRIDE AVE	Owner-Occupied	N	N	75	\$2,891.12	\$578.22
47216 MCBRIDE AVE	Owner-Occupied	Y	N	75	\$2,891.12	\$578.22
47232 MCBRIDE AVE	Owner-Occupied	Y	N	75	\$2,891.12	\$578.22
10404 QUIRK RD	Owner-Occupied	Y	N	340.27	\$2,891.12	\$578.22
10405 BORGMAN AVE	Owner-Occupied	N	N	340.27	\$2,891.12	\$578.22
10404 BORGMAN AVE	Owner-Occupied	N	N	330.26	\$2,891.12	\$578.22
46801 MCBRIDE AVE	Rental	N	Y	153.48	\$2,891.12	\$578.22
47097 MCBRIDE AVE	School	Y	N	1277	\$90,000.00	\$18,000.00
46680 MCBRIDE AVE	Owner-Occupied	N	N	75	\$2,891.12	\$578.22
46664 MCBRIDE AVE	Owner-Occupied	N	N	75	\$2,891.12	\$578.22
Total Linear Feet		4806.38		School District Contribution		\$90,000.00
Project Cost		\$185,407.00		Homeowner Cost		\$95,407.00
Cost Per Linear Foot		\$38.58		Number of Single Family Homes		33
				Estimated Cost per Homeowner		\$2,891.12

Petition Summary	Total	Number Signed Petition	Percentage	Number Did Not Sign Petition	Percentage
Parcels Adjacent to Road	34	18	52.9%	16	47.1%
Owner Occupied Homes	28	16	57.1%	12	42.9%
Rental Properties	2	0	0.0%	2	100.0%
Bank Owned Properties	2	0	0.0%	2	100.0%
School Properties	1	1	100.0%	1	100.0%
Church Owned Properties	1	1	100.0%	0	0.0%
Total Percentage of frontage of McBride Road represented on petition	62.6%				

AGREEMENT

THIS AGREEMENT entered into this 25th day of May, 2017 between the Charter Township of Van Buren, a Michigan municipal corporation ("Township") and Van Buren Public Schools, a Michigan public school district ("School District"). This Agreement is made for the purpose of confirming the rights and obligations of the parties as to the paving of McBride Road between Quirk Road and Beck Road adjacent to McBride Middle School along with the related infrastructure improvements, hereinafter referred to as the "Project". The parties acknowledge that McBride Middle School is a public school which is also used by the community as an election precinct. There is a large amount of school related traffic and it impacts not only the residents on McBride Road, but also everyone in the School District with school age children.

WHEREAS, the Township is participating in the Wayne County Local Township Road Improvement Program ("Program") which Program allocates funds from Wayne County in order to make improvements to residentially zoned roads in the Township; and

WHEREAS, the Project requires that the Township or other local groups provide a local funding match of twenty (20%) percent of the Project cost; and

WHEREAS, the Township has solicited various local groups who might be interested in partnering with the Township to provide the required 20% local matched funding to implement the Project; and

WHEREAS, in response to that solicitation, the Township received a petition signed by the requisite number of resident property owners along McBride Road to participate in the local matched funding of the Project through a special assessment and

also received a Resolution Authorizing Special Assessment Agreement from the Van Buren Public Schools dated May 22, 2017 which resolution, among other things, authorized the Superintendent "to negotiate and enter into an agreement with Van Buren Township to pay a special assessment against the McBride Middle School property in an amount not to exceed \$90,000.00 for the costs of paving McBride Avenue." (A copy of the Resolution is attached as Exhibit A); and,

WHEREAS, at a regular meeting of the Township Board of Trustees on April 18, 2017, the Township approved the Project and authorized the special assessment process to go forward; and

WHEREAS, the Township and School District desire to proceed with the Project pursuant to the terms and conditions set forth in the Agreement.

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

1. The parties acknowledge and agree that the estimated cost of the Project is \$927,035 and the estimated 20% local match is \$185,407. The School District's estimated participation shall be in an amount not to exceed \$90,000 and the estimated participation through the Special Assessment District as to local residents will be \$95,407. The 80% Wayne County grant is estimated to be \$741,628. The parties acknowledge that the final cost will be based on the actual cost of construction, provided however that the School District's cost shall not exceed \$90,000.
2. The Township shall take all steps necessary to proceed with the Project including the creation of the Special Assessment District including the

adoption of a resolution to proceed, notice and set public hearings, set and confirm the assessment roll, proceed with preliminary pre-construction engineering, bid and award the construction of the Project and initiate and complete construction.

3. The School District's payment to the Township of \$90,000 shall be deposited with the Township on or before the date the Township authorizes and approves preliminary engineering to commence for the Project. The Township shall hold the money in escrow to be used solely and exclusively for the payment of Project expenses. In the event the Project does not proceed to conclusion for any reason, the Township shall return to the School District any portion of the \$90,000 not yet spent on the Project and the parties shall have no further obligation whatsoever to each other.
4. The parties further agree that no provision in this Agreement constitutes or acts as a waiver of any governmental immunity that the Township and/or School District, their agencies, officers, employees, agents or elected officials enjoy under applicable statutory or common law.
5. It is mutually understood and agreed that neither of the parties hereto shall be held responsible for damages occasioned by delay or failure to perform where due to fire, strike, flood, acts of God, unavailability of labor, material, legal acts of public authorities, or delays caused by public carriers or third persons (including contractors or subcontractors) which cannot reasonably be foreseen or provided against.

6. Each party to this Agreement shall remain responsible for any claims arising out of its own acts and/or omissions during the performance of this Agreement, as provided by law. This Agreement is not intended to increase either party's liability for, or immunity from, tort claims. This Agreement is not intended nor shall it be interpreted as giving either party hereto a right of indemnification, either by agreement or by law, for claims arising out of the performance of this Agreement.
7. Notification regarding anything in connection with this Agreement shall be sent in writing via first class mail to:

For the Township

Kevin McNamara, Supervisor
Charter Township of Van Buren
46425 Tyler Road
Van Buren Township, MI 48111

-and-

Leon Wright, Clerk
Charter Township of Van Buren
46425 Tyler Road
Van Buren Township, MI 48111

For the School District

Peter J. Kudlak, Superintendent
Van Buren Public Schools
555 W. Columbia Ave.
Belleville, MI 48111

8. This Agreement, including the Exhibit hereto, embodies the entire Agreement and understanding among the parties and supersedes all prior agreements and understandings related to the subject matter thereof. No rights or

remedies are or will be acquired by either party, orally, through implication or otherwise, unless set forth herein.

9. This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one agreement.

10. This Agreement is effective only upon approval of the Township as evidenced by a resolution adopted by the Township Board of Trustees and by the School District as evidenced by a resolution adopted by the School District Board of Education.

11. Notwithstanding anything to the contrary contained herein, the Agreement shall have no force and effect until the Township has finalized the creation of the Special Assessment District and confirmed the Special Assessment tax roll in accordance with all applicable State statutory and local ordinance procedures.


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

Charter Township of Van Buren

By: _____
Kevin McNamara, its Supervisor

By: _____
Leon Wright, its Clerk

Van Buren Public Schools



Peter J. Kudlak, its Superintendent

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT AGREEMENT

The meeting was called to order by President Johnston.

Absent: Members None

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

Ayes: Alison Bennett, Kevin English, Susan Featheringill, Keith Johnston, Kelly Owen
and Simone Pinter

Nays: None


Motion declared adopted.

Kevin English, Secretary
Board of Education
Van Buren Public Schools

The undersigned duly qualified and acting Secretary of the Board of Education of Van Buren Public Schools, Wayne and Washtenaw County, Michigan, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board of Education at a regular meeting held on May 22, 2017, the original of which resolution is a part of the Board's minutes and further certifies that notice of the meeting was given to the public under the Open Meetings Act, 1976 PA 267, as amended.

Kevin English, Secretary
Board of Education
Van Buren Public Schools





Van Buren
CHARTER TOWNSHIP

Wednesday, April 12, 2017
0 50 100 150 200 250 Feet
2013 Image

Classification - Signed?

<input checked="" type="checkbox"/>	Church - Yes
<input checked="" type="checkbox"/>	School - Yes
<input checked="" type="checkbox"/>	Bank Owned - No
<input checked="" type="checkbox"/>	Rental - No
<input checked="" type="checkbox"/>	Owner Occupied - Yes
<input checked="" type="checkbox"/>	Owner Occupied - No
<input checked="" type="checkbox"/>	Tax Parcels

Class	Count	Percentage of Property Type	Percentage of Property Type on McBride Road	Percentage of Front Footage on Petition
Total	34	100%	53%	63%
1 Owner Occupied	28	82%	57%	34%
2 Rental	2	6%	0%	0%
3 Bank Owned	2	6%	0%	0%
4 School	1	3%	100%	27%
5 Church	1	3%	100%	2%

TECHNICAL MEMORANDUM

Wayne County Local Partnering Initiative for Township Roads

Prepared For: Mr. Ron Akers, Director of Planning and Economic Development

Prepared By: David M. Nummer, PE

Date: January 5, 2016

Wayne County has made available a pool of funds that may be used by Wayne County Townships to repair, resurface, or reconstruct local roads. The available funding for each community is based upon population. For Van Buren Township, the available funding for construction in 2016 is \$750,000. In order to take advantage of this funding, the Township must submit an application which includes the following information:

- The project must meet eligibility requirements
- Detailed scope of the project
- Engineer's estimate of cost
- Statement certifying that the Township has the capital to front the costs of the project
- Acknowledgement that the Township's Contractor must comply with permit requirements including insurance and bonds

The proposed project for 2016 is to pave McBride Avenue from Quirk Road to Beck Road. McBride Avenue is an existing gravel road that serves the adjacent residential properties and provides access to North Middle School.

A map showing the project area is attached as Exhibit A.

Project Eligibility

The proposed project includes road improvements to McBride Avenue. McBride Avenue is a residentially zoned street that is under the jurisdiction of Wayne County. As local streets they are not eligible for Federal aid.

Detailed Project Scope

McBride Avenue was originally constructed as a gravel subdivision street in the 1950's. The existing roadway widths are approximately 27 feet wide with open ditches. The existing gravel surface is rough with numerous potholes. See attached photos.

The proposed project includes paving the roadway and excavating ditches where necessary. The roadway section will be constructed in accordance with Wayne County standard detail L-2, *"Typical (SAD) HMA Local Road over Existing Aggregate"* with the exception that we will maintain the existing 27 foot width. For purposes of cost estimating, we have assumed a pavement section consisting of 1½ inch HMA wearing course and 3 inches HMA base course on top of existing aggregate base. Other project work will include minor ditching, relocation of mailboxes (if required), restoration of the disturbed areas of the right-of-way, mobilization, traffic control, and other associated work items.

Engineer's Estimate of Cost

The total project cost is estimated at \$882,890.13. This includes construction cost, engineering and contingency. A detailed cost estimate is attached as Exhibit B.

Township Acknowledgements

Van Buren Township certifies that they have the capital assets necessary to complete the project, including the 20% local match. Furthermore, the Township understands that this funding from Wayne County will be in the form of a reimbursement after the project has been completed. The reimbursement amount will be the project cost less the 20% local match, with a maximum reimbursement amount of \$750,000.

The Township will be responsible for contracting the work and administering the construction contract. An interagency agreement with Wayne County will be necessary to clearly define the duties and responsibilities of each party. The Township understands that this project will require a permit from Wayne County and that the Contractor for the project will be subject to any permit requirements including providing insurance and bonds as required by Wayne County.

DMN:

VCN 1020-15T

Local Road Partnering Tech Memo.docx

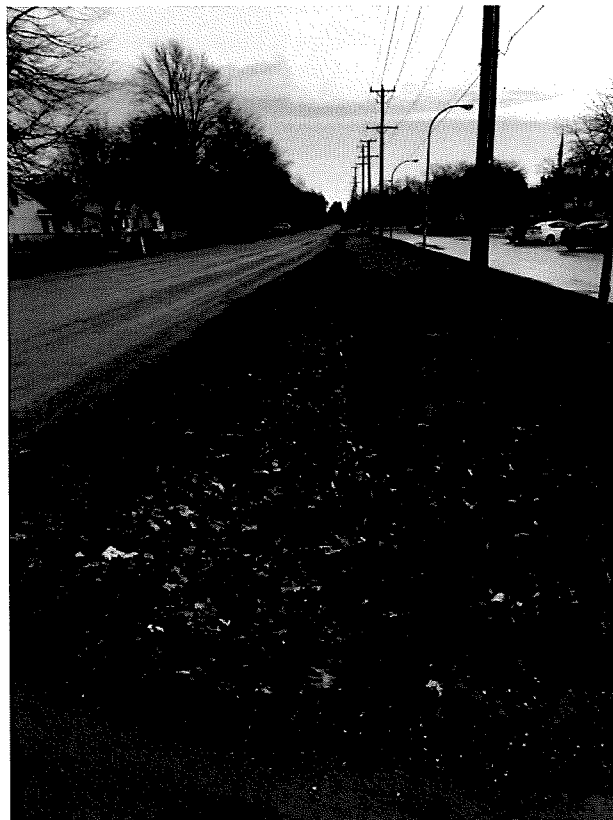
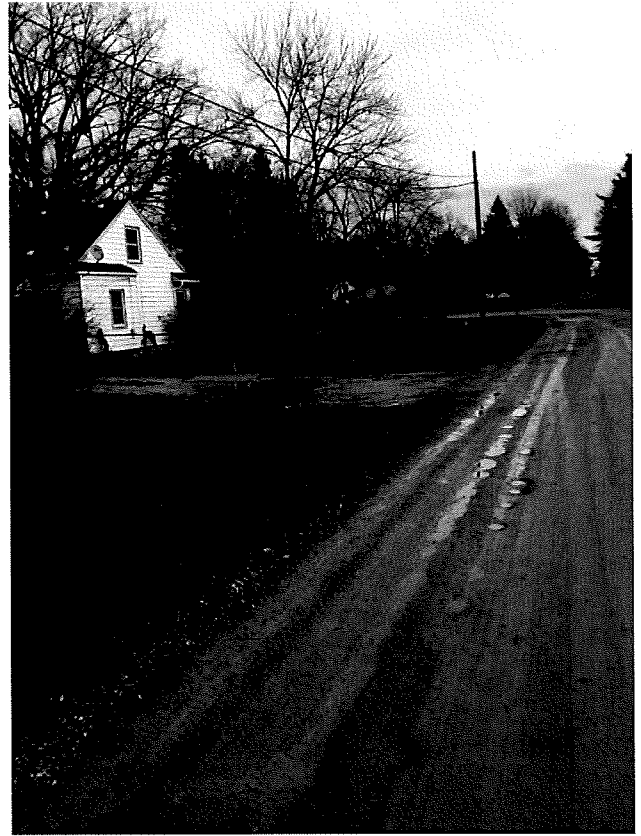
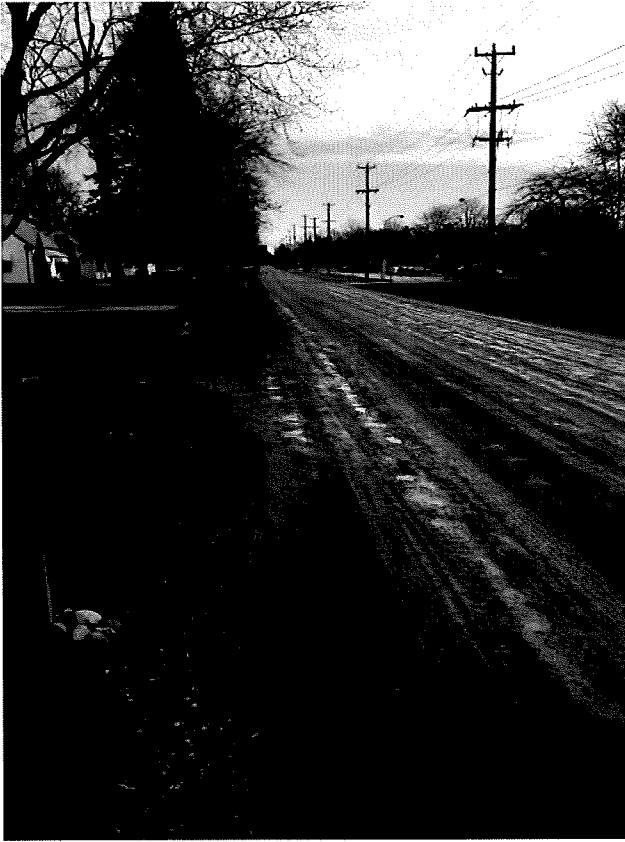
Enclosures:

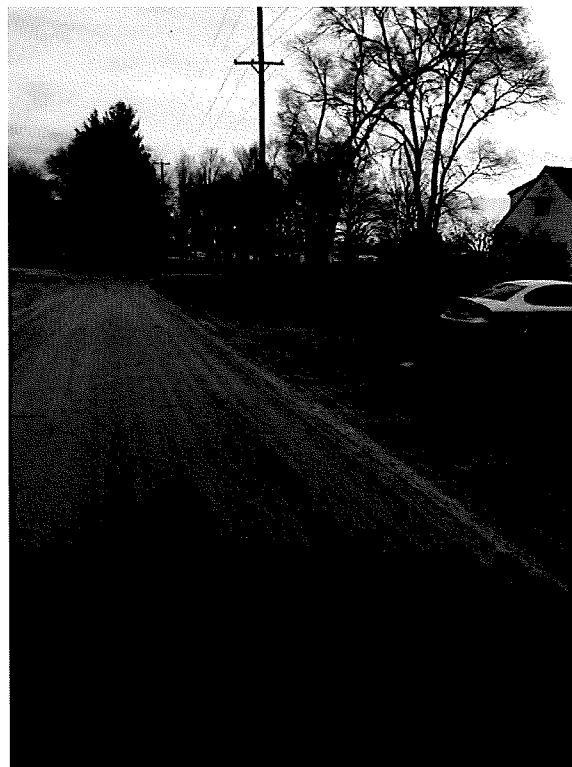
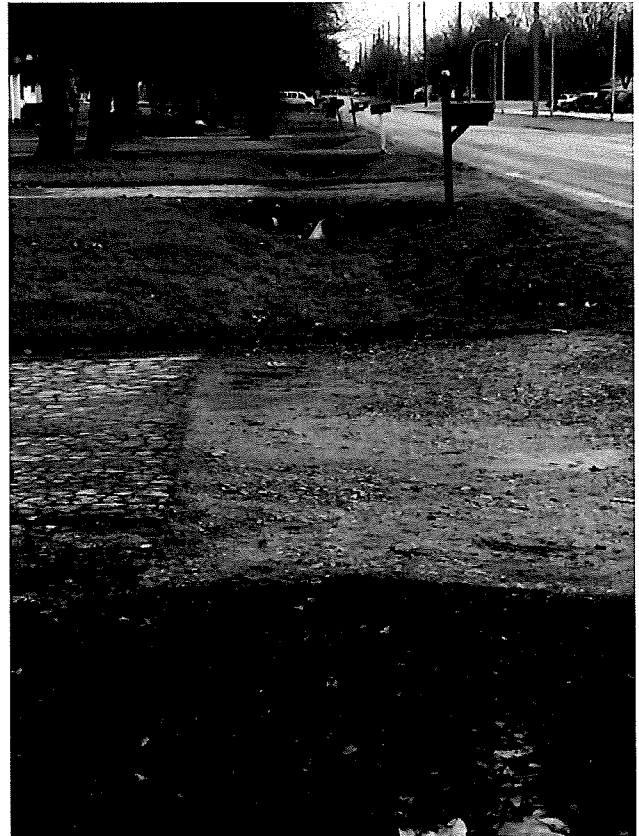
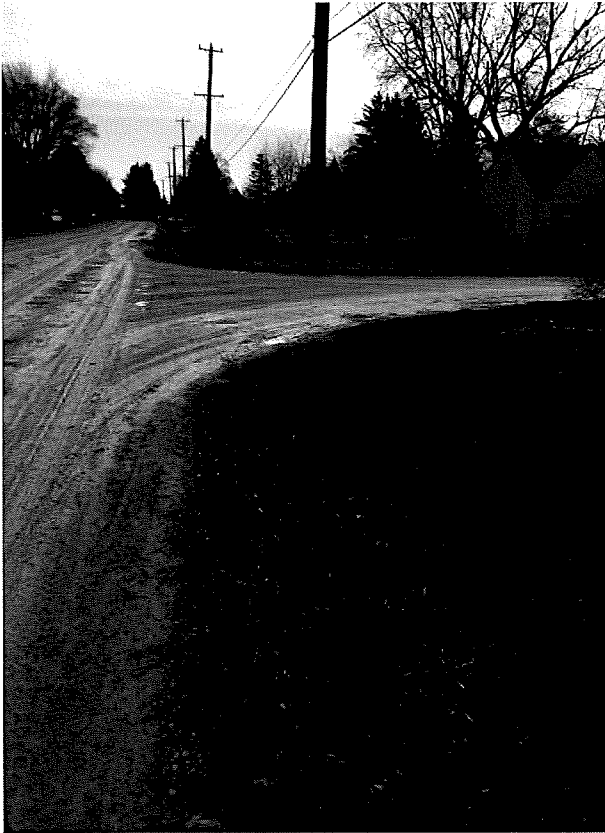
Existing Condition Photos

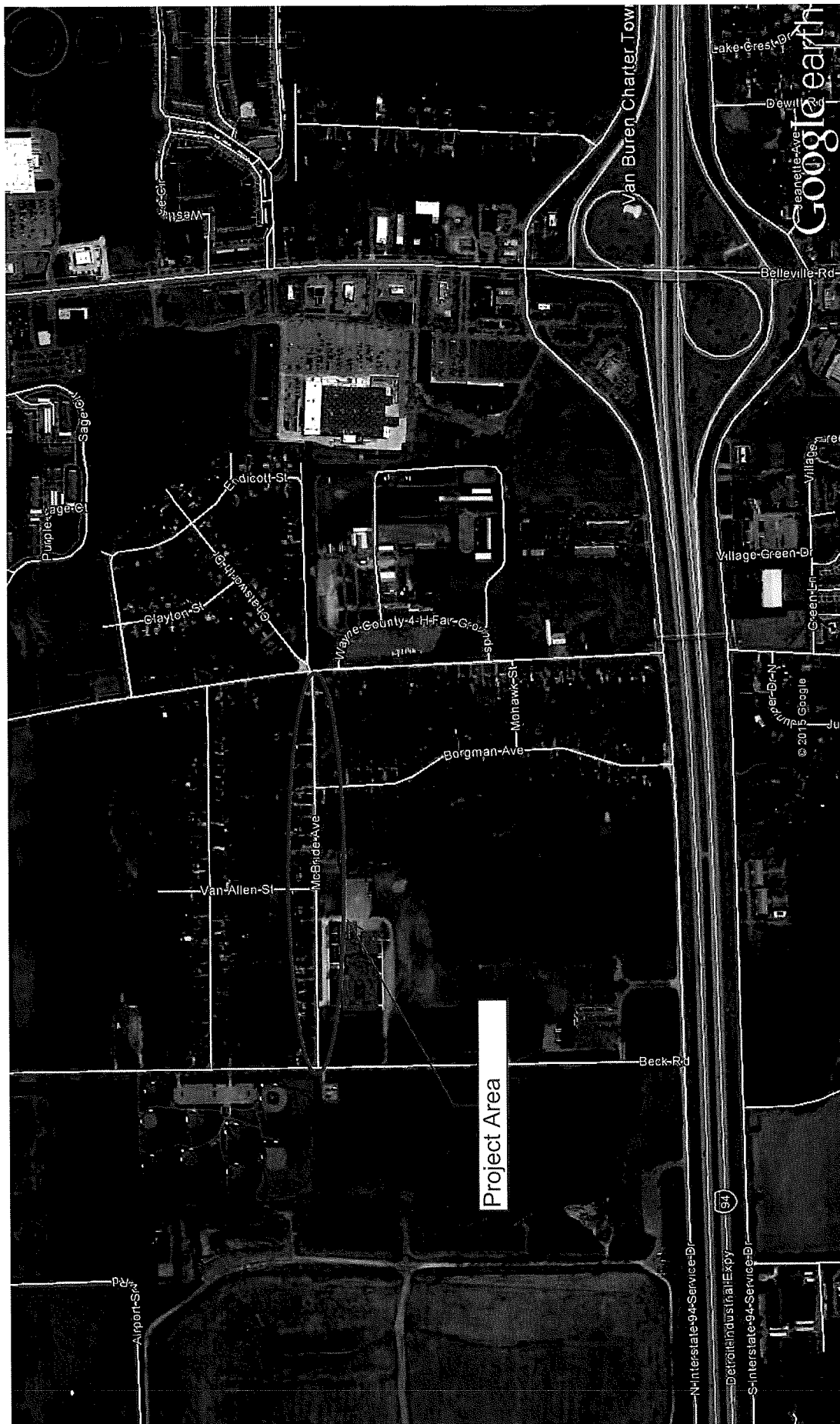
Exhibit A – Project Area Map

Exhibit B – Engineer's Estimate of Probable Construction Cost

Wayne County Standard Detail L-2





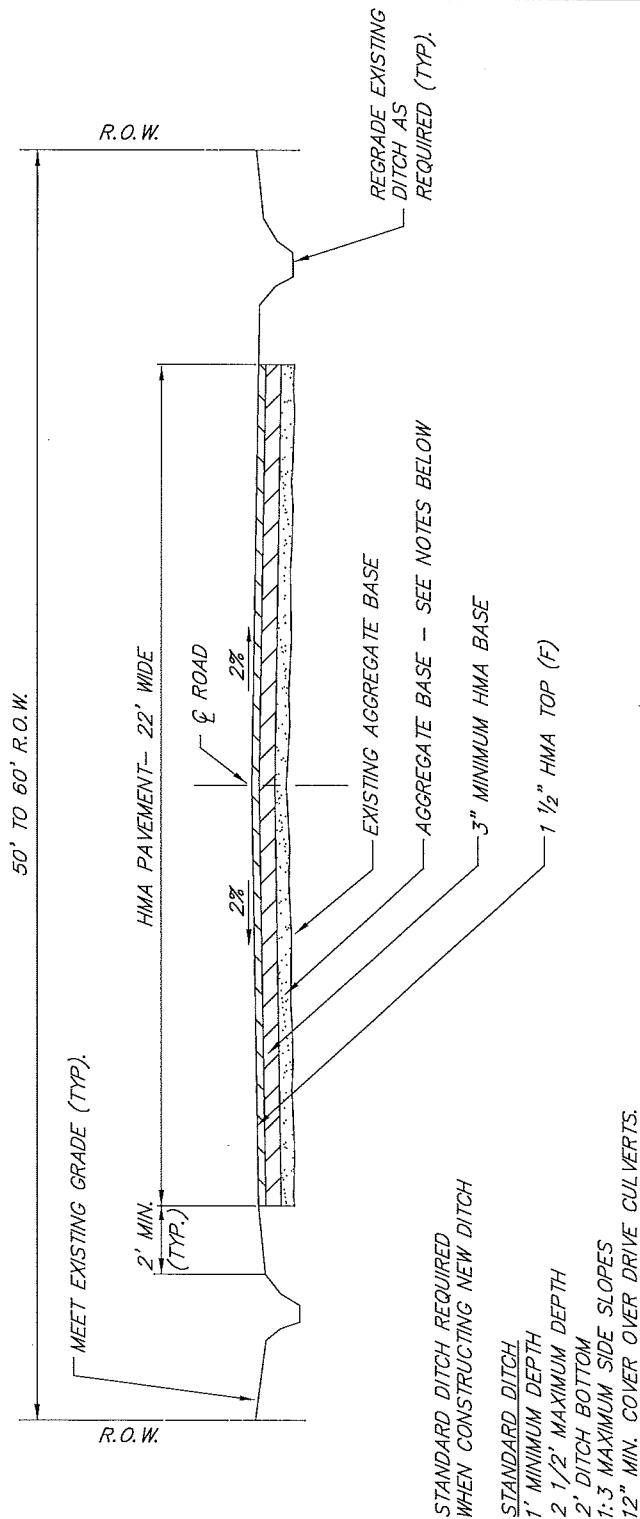


WADE TRIM
Prelim cost Est.

SUBJECT McBride Paving
JOB NO.
CLIENT: Van Buren Township
DATE: January 5, 2016
Bid Date:

PAY ITEM

NUMBER	DESCRIPTION	QUANTITY	UNIT	Unit Cost	Eng. Est.
1	Scarify, regrade, and add 3" 21AA agg	8,500	Syd	\$10.00	\$85,000.00
2	Pavement Remove, Butt Joint	50	Syd	\$20.00	\$1,000.00
3	Bituminous Drives, Remove	1,125	Sft	\$2.25	\$2,531.25
4	Concrete Drives, Remove	1,125	Sft	\$3.00	\$3,375.00
6	12" CMP Drive Culverts Including end sections	5	Each	\$1,000.00	\$5,000.00
6	Ditching	1200	LF	\$125.00	\$150,000.00
7	Subgrade Undercut and 21AA Backfill	100	Cyd	\$57.00	\$5,700.00
8	Embankment	200	Cyd	\$13.00	\$2,600.00
9	Maintenance Aggregate	100	Ton	\$23.00	\$2,300.00
10	Aggregate Bleeder	2	Each	\$1,000.00	\$2,000.00
11	Bituminous Leveling Course, LVSP	2200	Ton	\$80.00	\$176,000.00
12	Bituminous Wearing Course, LVSP 20AAA	750	Ton	\$80.00	\$60,000.00
13	Agg Surface Course, 6", Drives	125	Syd	\$5.00	\$625.00
14	Bituminous Drives, LVSP	50	Ton	\$190.00	\$9,500.00
15	Concrete Drive, 6 inch	125	Syd	\$93.00	\$11,625.00
16	Relocate Mailbox, with New Post	27	Each	\$170.00	\$4,590.00
17	Miscellaneous Sign Type B, Perm	100	Sft	\$15.00	\$1,500.00
18	Restoration with 4 inches Topsoil, Seed Fertilizer and Mulch	10,120	Syd	\$12.50	\$126,500.00
19	Traffic Maintenance and Control	1	L.S.	\$12,000.00	\$12,000.00
20	Audio/Video Route Survey	1	L.S.	\$1,200.00	\$1,200.00
21	Inspector Days	\$700.00	\$/Day	23	\$16,100.00
		Total			\$679,146.25
(Items 1 thru 20)		Contingency/Engineering/CE 30%			\$203,743.88



NOTES:

THIS TYPICAL CROSS SECTION IS TO BE USED FOR SPECIAL ASSESSMENT DISTRICT (SAD) LOCAL ROAD PROJECTS ONLY. THE THICKNESS OF THE PROPOSED AGGREGATE BASE WILL BE AS DETERMINED BY THE WAYNE COUNTY ENGINEER. IF NEW AGGREGATE BASE COURSE IS UTILIZED, THEN SUBGRADE UNDERDRAIN ON BOTH SIDES OF THE ROADWAY WILL BE REQUIRED OR EXTEND AGGREGATE SUBGRADE TO FACE OF DITCH AS DETERMINED BY THE WAYNE COUNTY ENGINEER.

RIGHT-OF-WAY RESTORATION SHALL CONSIST OF EITHER SEED MIX THM AND MULCH OVER 3" OF TOPSOIL OR SOD OVER 2" OF TOPSOIL.

DITCH MAY BE ENCLOSED AS DIRECTED BY THE WAYNE COUNTY ENGINEER

USE BOND COAT SS-1h BETWEEN EACH HMA LIFT AT A RATE OF 0.05 GAL/SYD

WORK THIS SHEET WITH THE GENERAL NOTES ON RS-1.

REVISION DATE: 08/01/07

DIRECTOR OF ENGINEERING

DIVISION PERMIT ENGINEER

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES ENGINEERING DIVISION/PERMIT OFFICE PERMIT STANDARDS **TYPICAL (SAD) HMA LOCAL ROAD OVER EXISTING AGGREGATE OPEN SHOULDER**

SCALE
NOT TO SCALE

L-2

SHEET
1 OF 1

NOTE: THIS IS NOT A LEGAL ENGINEERING DOCUMENT BUT AN ELECTRONIC DUPLICATE. THE ORIGINAL SIGNED COPY FOR PUBLICATION IS KEPT ON FILE AT THE WAYNE COUNTY ENGINEERING OFFICES.

PA 188 of 1954 Proceedings
CERTIFICATE REGARDING VERIFICATION OF RECORD OWNERS

To: Township Clerk and Township Board,
Charter Township of Van Buren,
Wayne County, Michigan

Dear Officials:

This is to certify that I, Kevin McNamara, the Supervisor of the Charter Township of Van Buren, Wayne County, Michigan have directed Linda Stevenson, the Township Assessing Coordinator to check the attached petition for matching local funds for road improvements to McBride Avenue under Wayne County's Local Partnering Initiatives program for local roads and we hereby certify that said petition has been signed by record owners of 63.0 % of the total frontage within the boundaries as shown on the petition.

We hereby certify that the road frontage equals 4,806.38 lineal feet. The total signed by record owners within the proposed district equals 3007.27 lineal feet.

We hereby certify that the listing of record owners for the proposed assessment roll and all assessment records have been verified through records available as of May 26, 2017 within the area as set forth in said petition and is hereto attached.

Respectfully submitted,

Kevin McNamara
Township Supervisor

Linda Stevenson
Assessing Coordinator