

# **NORTHFIELD TOWNSHIP BOARD WORKSHOP AGENDA**

**July 28, 2015 - - 7:00 PM**

**8350 Main Street, 2<sup>nd</sup> Floor**

CALL TO ORDER  
PLEDGE/INVOCATION  
ROLL CALL  
ADOPT BALANCE OF AGENDA  
CALL TO THE PUBLIC  
BOARD MEMBER COMMENTS  
CORRESPONDENCE and ANNOUNCEMENTS

## **VOTING ITEMS:**

1. Front Desk Clerk Offer – Lisa Bradford
2. Civic Event Permit for Old St. Patrick's Labor Day Weekend Festival
3. Civic Event Permit for Elevate Concert Series
4. People's Express Contract
5. Ordinance 15-43: Sewer Billing Due Date Amendment
6. Resolution 15-528: Dedication of Whitmore Lake Road Sewer SAD Easements
7. Resolution 15-529: Investment Policy Amendment
8. Planning Consultant +

## **DISCUSSION ITEMS:**

1. Van Curler Property
2. Code Enforcement Priorities
3. Ordinance 15-44: Sewer Usage Appeals Process
4. Salvage Vehicles Inspections
5. Downtown Planning Group
6. Boardroom Construction
7. DDA Appointments
8. Cobalt Survey

2<sup>nd</sup> CALL TO THE PUBLIC  
BOARD MEMBER COMMENTS  
ADJOURNMENT

\* Denotes previous backup; + denotes no backup in package

This notice is posted in compliance with PA 267 of 1976 as amended (Open Meetings Act) MCLA 41.72A (2) (3) and the Americans with Disabilities Act. (ADA) individuals with disabilities requiring auxiliary aids or services should contact the Northfield Township Office, (734-449-2880) seven days in advance.

# NORTHFIELD TOWNSHIP Township Board Workshop Minutes July 28, 2015

## CALL TO ORDER/PLEDGE

The workshop was called to order at 7:00 P.M. by Supervisor Engstrom at 8350 Main Street.

Supervisor Engstrom led those present in the Pledge of Allegiance.

## ROLL CALL

Marilyn Engstrom, Supervisor	Present
Kathy Braun, Treasurer	Present
Angela Westover, Clerk	Present
Janet Chick, Trustee	Present
Wayne Dockett, Trustee	Present
Jacki Otto, Trustee	Present
Tracy Thomas, Trustee	Present

Also present:

Township Manager Howard Fink  
Public Safety Director William Wagner  
Police Lt. Tim Greene  
Township Attorney Paul Burns  
Township Engineer Brian Rubel  
Zoning Administrator Kurt Weiland  
Members of the community

## FIRST CALL TO THE PUBLIC

**Community Survey.** Glen Mulcrone, 366 Glenmoor Drive, critiqued and made suggestions for the improvement of the draft community survey. Craig Warburton, 560 W. Joy Road, and Mike Cicchella, 7789 Sutton Road, were critical of the questions in the survey and said it is unnecessary and being done only in response to the Biltmore Development proposal. David Gordon, 5558 Hellner Road, said members of the community should be involved in developing the survey, and more information should be made available to the public about the survey and the Biltmore proposal. Lenore Zelenock, 1440 Six Mile Road, said she is concerned about changing the Master Plan at the request of a developer, and expressed concerns sewer issues and costs.

Mary Devlin, 9211 Brookside, said without development the township will be doomed and urged people to work together for progress.

## ADOPT AGENDA

Engstrom asked that discussion of waiving fees for the Northfield Township library.

- ▶ **Motion:** Engstrom moved, Chick supported, that the agenda be adopted as amended.  
**Motion carried 7—0 on a voice vote.**

## BOARD MEMBER COMMENTS

**Taxes.** Dockett said most of the taxes mentioned by Mr. Cicchella were approved by voters, so to lower taxes voters should reject future tax proposals.

## CORRESPONDENCE & ANNOUNCEMENTS

Township Manager Fink:

- informed the Board of the need for a future budget adjustment,
- reported that the Civic Event Permit for the Elevate Concert Series does not need to be acted on,
- noted that the Board may want to provide input to County Commissioners about the 10 year road improvement millage they are considering.

## VOTING ITEMS

1.

### Front Desk Clerk Offer: Lisa Bradford

- ▶ **Motion:** Engstrom moved, Otto supported, to approve Lisa Bradford for the part-time front desk clerk position at the rate of \$15/hour.  
**Motion carried 7—0 on a voice vote.**

2.

### Civic Event Permit for Old St. Patrick's Labor Day Weekend Festival

- ▶ **Motion:** Chick moved, Braun supported, to approve a Civic Event application for the Old St. Patrick's Labor Day Weekend Festival to run from September 5<sup>th</sup> through September 6<sup>th</sup> contingent upon approval from the State and proof of liability insurance regarding serving of alcohol.  
**Motion carried 7—0 on a voice vote.**

3.

### Civic Event Permit for Elevate Concert Series

Removed from the agenda.

4.

### People's Express Contract

Fink noted that People's Express was not financially able to increase their insurance coverage from \$3 million to \$5 million as recommended by the Township's insurance agent. Lenore Zelenock, People's Express Board member, said similar services have \$1 million in coverage.

- ▶ **Motion:** Otto moved, Thomas supported, that the Township move forward with awarding People's Express \$10,000 for transportation services in Northfield Township.

Dockett requested a roll call vote.

**Motion carried 7—0 on a roll call vote.**

5.  
**Ordinance 15-43:  
Sewer Billing Due Date Amendment**

Fink noted this will expand the amount of time for payment of utility bills from 15 to 30 days.

- ▶ **Motion:** Chick moved, Engstrom supported, that an Ordinance of Northfield Township amending chapter 32, Utilities, of the Northfield Township Municipal Code, to amend the due date for utility billing. **Motion carried 7—0 on a voice vote.**

6.  
**Resolution 15-528 Dedication of  
Whitmore Lake Road  
Sewer Assessment District Easements**

Paul Burns explained that the Township is still trying to get an additional three or four easements for this project.

- ▶ **Motion:** Engstrom moved, Chick supported, to approve Resolution 15-528 for the dedication of easements for the Whitmore Lake Road Sewer Assessment District. **Motion carried 7—0 on a roll call vote**

7.  
**Resolution 15-529:  
Investment Policy Amendment**

- ▶ **Motion:** Engstrom moved, Chick supported, that Resolution 15-529, Investment Policy Amendment, be approved.

In answer to a question from Dockett, Braun explained that the purpose of this amendment is to add the Bank of Michigan to the list of financial institutions the Township uses for deposits.

**Motion carried 7—0 on a roll call vote.**

8.  
**Planning Consultant**

Chick reported that the Planning Commission recommended hiring either McKenna or Beckett & Raeder as the Township's planning consultants.

- ▶ **Motion:** Engstrom moved, Braun supported, to approve Beckett & Raeder as the preferred Township planning firm subject to negotiation of contract terms and legal review of the contract. **Motion carried 5—2 on a roll call vote, Westfall and Dockett opposed.**

9.  
**Waiving of Library Fees**

Not discussed. It was agreed to add this to the next agenda for the Board to act on.

**DISCUSSION ITEMS**

1.  
**Van Curler Property**

The Board discussed the pros and cons of possibility of the Township purchasing this property which is listed for sale for \$3.3 million. Fink recommended that the Board do a development of the property to see what its potential is, although he agreed with comments that Township purchase of the property would be extremely risky.

2.  
**Code Enforcement Priorities**

Fink asked the Board to set code enforcement priorities, especially concerning sales of cars and boats on front lawns, commercial sign violations, and outdoor storage of materials. He said he would like to do a survey to develop an inventory of all code violations in commercial districts.

The Board discussed what constitutes blight, possibly amending ordinances to set limits on some activities, and whether the Township should be pro-active regarding enforcement. Zoning Administrator Kurt Weiland agreed the ordinance could be more "user friendly" so that front yard car sales are allowed on a limited basis. The Board agreed he should draft an ordinance to that effect.

Chick said the sign ordinance was revised to be more flexible a couple years ago and it is a good ordinance. Weiland agreed, and said after an inventory of commercial signs is done he can prepare a presentation to the Board showing how violations compare to the current regulations.

Fink said the Planning Commission needs to develop an Overlay district for Whitmore Lake and Horseshoe Lake because the current regulations do not allow a house to be built in those areas without variances. He added that administrative approvals for RTM properties should also be considered.

8.  
**Cobalt Survey**

The Board made comments about the draft community survey prepared by Cobalt Community Research:

- A lot of revision is needed.
- Comments made during the First Call to the Public were on target.
- How strongly people feel about issues needs to be measured.
- Question 11 regarding the proposed Biltmore development should be eliminated.
- It should be shorter.
- Questions should not be tied to the Master Plan, rather it should be used to determine what community members want.
- The questions do not meet the stated objectives.
- The questions are too leading.
- Some questions would lead to answers being contradictory.
- Asking about what people's positions on issues will not lead to anything usable.

**Northfield Township Board Meeting  
Minutes of Workshop Meeting  
Public Safety Building; 8350 Main Street  
July 28, 2015**

- If the next draft is not much better the Board would question whether to continue working with Cobalt.

Fink said he asked a Cobalt representative to be at this meeting, and they responded that that is not in the budget for the project. He said the Township would owe them money if the Board decided to stop working with them at this point. He added that development of this survey is a very nuanced, difficult matter.

It was agreed the Planning Commission should review this and work on revisions with Cobalt if the Commission decides to continue working with Cobalt.

**3.**

**Ordinance 15-44: Sewer Usage Appeals Process**

Fink referred to the draft ordinance he had prepared and explained that it covers a number of different types of appeals. Board member comments included:

- It is appropriate for the Wastewater Treatment Plant Superintendent and Township Manager to jointly grant appeals in certain cases.
- The ordinance should address situations what should be done in which a building is damaged and unusable, not occupied, etc.

**4.**

**Salvage Vehicle Inspections**

Wagner referred to the report from Lt. Greene, and Greene answered questions from Dockett. Dockett said he did a lot of research about this and he does not think this would financially benefit the Township. Greene said after the time needed to set up the program, it will not require a lot more time on the Township's part. Engstrom noted that when this program was previously in operation the Police Department took in about \$45,000 over 18 months.

Greene noted the agreement is being reviewed by the Township attorney. Wagner said he will have answers to Dockett's written questions at the next meeting.

**5.**

**Downtown Planning Group**

Barbara Griffith, Downtown Development Authority (DDA) Chair, explained that Fink suggested the idea of forming a

downtown planning group made up of dedicated people to work with Fink to look at the feasibility of creating a nice downtown. She said this has been talked about for many years, but little has happened. She noted this may eventually become a DDA project, but now they are charged only with managing Tax Increment Financing (TIF) funds.

Fink said action needs to be put behind a vision, and this group would create a downtown master plan, much as was done by the Parks & Recreation Committee, developing ideas, projects, strategies, and interventions. He said everyone—the Board, Planning Commission, Parks & Recreation Committee—would eventually all be asked endorse the plan that is developed.

Fink said he will work with Griffith to prepare action items for the group that the Board will approve, and after that the group would work autonomously for 6-12 months preparing a plan.

**6.**

**Boardroom Construction**

Not discussed.

**7.**

**DDA Appointments**

Engstrom reported that two people have expressed interest in the two open four-year terms, and anyone else who is interested should contact the Township within the next two weeks.

**SECOND CALL TO THE PUBLIC**

Lenore Zelenock commented on the Cobalt survey and DDA appointments. David Gordon recommended that the 1996 community survey be used again.

**BOARD MEMBER COMMENTS**

The Board briefly discussed how to improve acoustics in the meeting room.

**ADJOURNMENT**

The meeting adjourned at 9:52 P.M.

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Submitted by Lisa Lemble.

Corrections to the originally issued minutes are indicated as follows:  
Wording removed is ~~stricken through~~;  
Wording added is underlined.

Approved by the Township Board on August 25, 2015.

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Angela Westover, Clerk

Official minutes of all meetings are available on the Township's website at [http://www.twp-northfield.org/government/township\\_board\\_of\\_trustees/](http://www.twp-northfield.org/government/township_board_of_trustees/)

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## MEMO

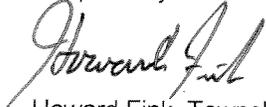
**To:** Northfield Township Board  
**From:** Howard Fink  
**Date:** 7/23/2015  
**Re:** Front Desk Clerk

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Dear Township Board,

We are pleased to offer the position of Front Desk Clerk to Lisa Bradford. This was a challenging position to fill. Lisa stood out from the rest of the field with her personality and previous municipal Clerk's office experience. I am requesting the Board approve Lisa as a Part-Time Front Desk Clerk at the rate of \$15.00 per hour. This year's budget will support approximately 28-29 hours per week. In next year's budget, I will be requesting 30 hours for this position.

Respectfully Submitted,



Howard Fink, Township Manager

# LISA M. BRADFORD

3147 S. Newburgh Rd. • Wayne, Mi. 48184, • (734)-788-9311

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## OBJECTIVE

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I am seeking a competitive and challenging environment where I can serve your organization and establish an enjoyable career for myself.

## EMPLOYMENT

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CLERK II	2011-PRESENT
<i>City of Wayne Clerks Office</i>	<i>Wayne, Mi.</i>

In charge of Qualified Voter Files for the City of Wayne as well as preparing and working for elections. Filing of Death and Birth Certificates, at County and State levels. Dog licensing.

CLERK II	2005-2011
<i>City of Wayne Fire Department</i>	<i>Wayne, MI.</i>

In charge of billing and filing of all EMS runs, answering phones and general administrative duties.

## EDUCATION

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HIGH SCHOOL GRADUATE	1984-1987
<i>Plymouth Canton High School</i>	<i>Canton, MI.</i>

Clerical and Accounting

## SKILLS

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- Communication
- Multitasking
- Prioritizing
- Organization
- Technical Skills
- Interpersonal Skills
- Problem-Solving abilities
- Dependability

## INTERESTS AND ACTIVITIES

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Active in Greyhounds of Eastern Michigan rescue group.

Active in the City of Wayne Goodfellows.

Enjoy spending time with family and friends especially outdoor activities and sporting events.

## Memo

**To:** Northfield Township Board  
**From:** Howard Fink  
**Date:** 7/23/2015  
**Re:** Civic Event Permits

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Dear Township Board,

Both Bill Wagner and I have reviewed both Civic Event Permits; Old Saint Patrick's Catholic Church and Planet 4uEvents. I recommend approval of both. The Planet4u Events is complete. The Old Saint Patrick's Catholic Church should be approved contingent on receiving proof of liability insurance coverage and liquor coverage.

The Board passed an ordinance to waive the \$100 application fee for 501C3 non-profits. The Planet4u Event is not a 501C3, but it is a non-profit. If the board wishes to waive the fee, there would need to be a separate motion to do so. I am assuming the Church is a 501C3, but I will check.

Respectfully Submitted,



Howard Fink, Township Manager



RECEIVED

JUL 14 2015

NORTHFIELD TOWNSHIP

# Civic Event Application Northfield Township

8350 Main Street  
Whitmore Lake, Michigan 48189  
(734) 449-2880

<b>OFFICE USE ONLY</b>
<u>7/14/15</u>
Date Received
<u>[Signature]</u>
By

<b>FEE - \$100.00</b>
Date Received
By

**\*\* APPLICATIONS MUST BE FILLED OUT COMPLETELY BEFORE THEY WILL BE CONSIDERED FOR REVIEW \*\***

Application Date: \_\_\_\_\_  
 Name of Organization: OLD ST. PATRICK CATHOLIC CHURCH  
 Name of Applicant: JEANINE JAHANT

Street Address: 5671 WHITMORE LK RD  
 City: ANN ARBOR State: MI Zip: 48105

Cell Phone: ~~734-972-4532~~  
 Home Phone: 734-834-0301 Work Phone: 734-662-8141 Fax: \_\_\_\_\_

Email Address (optional) \_\_\_\_\_

Event Title: OLD ST. PATRICK LABOR DAY WEEKEND FESTIVAL

Event Location: 5671 WHITMORE LAKE RD. ANN ARBOR, MI 48105

### EVENT DAYS / TIMES (Please stipulate the following information for each date of event)

DATE	Day of Week	Beginning Time	Ending Time
<u>SEPTEMBER 5</u>	<u>SATURDAY</u>	<u>NOON</u>	<u>11 PM</u>
<u>SEPTEMBER 6</u>	<u>SUNDAY</u>	<u>NOON</u>	<u>11 PM</u>
<u>9:00AM 9/4 FRI</u>	<u>9:00AM 9/7 MON.</u>		
Set up Time/Day	Tear down Time / Day*	Rain Date (if applicable)	

\* Tear down time will be strictly enforced. It is the applicant's responsibility to ensure the teardown of all materials with their on-site vendors, sponsors, etc. is complete by the teardown time given above.

**ORGANIZATION / APPLICANT INFORMATION**

Applications for Civic Events in Northfield Township shall NOT be approved for applicants in default to the Township. Therefore, each Application for Civic Events shall be routed to the Township Treasurer for a determination of any defaults to the Township. In the event a default to the Township exists, the Application shall be disapproved by the Treasury Department, with the nature of the default described as the reason of the disapproval.

TAX IDENTIFICATION NUMBER: 38-138 7883

BRIEF DESCRIPTION OF ORGANIZATION'S PURPOSE AND/OR FUNCTION:

ST. PATRICK CATHOLIC CHURCH - ANNUAL FUND RAISER

IS THE ORGANIZATION NON-PROFIT?  YES  NO  
If yes, attach a copy of the organizations Sales Tax Exempt Certificate.

DOES YOUR GROUP PRESENTLY HAVE LIABILITY INSURANCE?  YES  NO

GENERAL LIABILITY INSURANCE IS REQUIRED NAMING NORTHFIELD TOWNSHIP AS ADDITIONAL INSURED. IF FOOD IS BEING SERVED, PRODUCT LIABILITY MUST BE INCLUDED. LIMITS OF LIABILITY SHOULD BE NO LESS THAN \$1,000,000 COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE.

PLEASE GIVE A DESCRIPTION OF THE PROPOSED CIVIC EVENT. (Attach additional pages if necessary)

FESTIVAL w/GAMES (KIDS+TEENS), RAFFLES,  
ENTERTAINMENT, GAMES OF CHANCE, FOOD, BEER TENT  
ETC

ANNUAL EVENT: Is this event expected to occur next year?  YES  NO

If Yes, you can reserve a date for next year with this application). To reserve dates for next year, please provide the following information:

Normal Event Schedule (e.g., third weekend in July): LABOR DAY WEEKEND

Or Next year's specific date(s): \_\_\_\_\_

PROCEEDS OF THIS EVENT WILL BE USED FOR:

PARISH & COMMUNITY

IF THE PROPOSED CIVIC EVENT IS A PARADE OR RUN/WALK EVENT, PLEASE LIST THE POINT OF ORIGIN, PATH, TERMINATION POINT, NUMBER OF ENTRIES AND TRAFFIC CONTROL PLAN AS NECESSARY. (Use attached map to clarify the route)(FEE IS WAIVED FOR 4<sup>TH</sup> OF JULY PARADE AND HOMECOMING PARADE)

N/A

ARE YOU PLANNING TO CHARGE AN ADMISSION FEE? YES  NO

IF YES, WHAT KIND AND HOW MUCH?

N/A

DO YOU PLAN ON UTILIZING VENDORS AND/OR EXHIBITORS FOR SALES OF ANY KIND? YES  NO

IF YES, COMPLETELY FILL OUT THE ATTACHED VENDOR CONTACT INFORMATION SHEET(S).

WHAT IS THE FEE CHARGED FOR EACH VENDOR? TABLE SPACE

DO YOU PLAN TO CONTRIBUTE REVENUES RECEIVED FROM THIS EVENT TO LOCAL ORGANIZATIONS AND/OR COMMUNITY GROUPS? YES  NO  N/A

IF YES, TO WHOM AND HOW MUCH?

WHAT IS THE EXPECTED ATTENDANCE FOR THIS EVENT? 2000+

DO YOU PLAN ON SUPPLYING ADDITIONAL RESTROOM FACILITIES?  YES  NO

NUMBER OF VOLUNTEERS / STAFF? 75 APPROX

HOW WILL THIS EVENT BENEFIT THE RESIDENTS AND/OR IMPROVE THE QUALITY OF LIFE IN NORTHFIELD TOWNSHIP?

ST. PATRICK PROVIDES A FOOD PANTRY, SUPPORTS THE CONVALESCENT CENTER, HOSPICE & HOSPITAL VISITS AS REQUIRED

ELECTRICAL SERVICES REQUIRED (Please Be as Accurate as Possible)

ST. PATRICK'S HAS ITS OWN ELECTRICAL SERVICE

OTHER UTILITIES REQUIRED (Please Be as Accurate as Possible)

N/A

TOWNSHIP FACILITIES REQUESTED (Please Be as Accurate as Possible)

NONE

DO YOU PLAN TO UTILIZE OFF-SITE PARKING FACILITIES YES  NO

IF SO, WHAT LOCATION IS PLANNED? N/A

WHAT IS YOUR PLAN FOR TRANSPORTATION FROM THE PARKING AREA TO THE EVENT LOCATION?

N/A

SIGNAGE REQUESTED (Detail sign locations on the attached map and provide sign renderings)

Number of Signs APPROX 200

Types of Signs FREWAY, WHITMORE LAKE RD, YARD SIGNS

Locations of Signs PRIVATE RESIDENCE, PUBLIC PROPERTY IN COMPLIANCE

Date Signs Posted 8/8

Date Signs Removed FIRST WEEK AFTER LABOR DAY

PLEASE ATTACH LIST OF EQUIPMENT; STAGE, TENTS, VEHICLES, ETC., THAT YOU PROPOSE TO USE IN THE EVENT OR BRING ONTO TOWNSHIP PROPERTY, STREETS OR PARK AREAS - (ALL SUBJECT TO APPROVAL).

**STREET CLOSURE**

ARE YOU REQUESTING A STREET CLOSURE FOR YOUR EVENT? YES  NO   
If yes, detail the street(s) you would like closed, and the location of the closure(s) on the attached map.

**ALCOHOL**

DO YOU WANT TO SELL AND/OR SERVE ALCOHOL? YES  NO

IF YES, PLEASE SEE THE ATTACHED SHEET TITLED "ALCOHOL" AND FILL IN THE QUESTIONS COMPLETELY AND IN DETAIL.

**SECURITY**

If the event requires the overnight setup or storage of goods, equipment, etc. security is the responsibility of the event applicant.

IF YOUR EVENT REQUIRES OVERNIGHT SECURITY, PLEASE PROVIDE THE FOLLOWING DETAILS OF YOUR SECURITY PLAN:

ON SITE REPRESENTATIVES NAMES AND CONTACT NUMBERS:

<u>Name</u>	<u>Contact number</u>
<u>MARC TOMA</u>	<u>734-426-5305</u>
<u>GARY SOPOLIGA</u>	<u>248-486-3794</u>
<u>DAN KREBS</u>	<u>734-449-9697</u>

# Owner(s) Affidavit\*

I, FR. GERALD GAURONSKI, have authorized JEANINE JAHANT as My  
(company or organization owner) (Civic Event Applicant)

Representative for the purpose of obtaining a Civic Event permit(s) from Northfield Township  
for my organization located at 5671 WHITMORE LK RD.  
(company or organization address)

[Handwritten Signature]  
Owners Signature

12 July 2015  
Date

# INDEMNIFICATION AGREEMENT

The ST. PATRICK PARISH agree(s) to defend, indemnify, and hold harmless the Township of  
(business/organization)

Northfield, Michigan, and its agents, officials and employees from any claim, demand, suit, loss, cost of expense, or any damage that may be asserted, claimed or recovered against or from the ST. PATRICK PARISH (business/organization) and/or the Township of Northfield, by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of Northfield Township or by third parties, or by the agents, servants, employees or factors of any of them.

Signature  Date 12 July 2015

Witness \_\_\_\_\_ Date \_\_\_\_\_

# ALCOHOL

PLEASE GIVE A BRIEF DESCRIPTION OF THE TYPE OF ALCOHOL TO BE SOLD / SERVED

BEER - WINE

WHO WILL BE THE ALOCHOL LICENSE HOLDER?

DIOCESE OF LANSING

ON THE ATTACHED MAP, DETAIL THE LOCATIONS WHERE ALOCHOL WILL BE SOLD / SERVED. ENTERTAINMENT TENT

DESCRIBE IN DETAIL YOUR ALCOHOL MANAGEMENT PLAN

SELECTED ADULTS

**\*\* IF ALCOHOL SALES OR SERVICE IS APPROVED BY THE TOWNSHIP BOARD AS PART OF THIS EVENT, THE APPLICANT MUST ALSO RECEIVE APPROVAL FROM THE LIQUOR CONTROL COMMISSION**

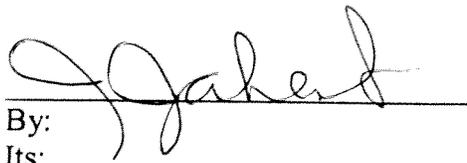
**\*\* IF ALCOHOL SALES OR SERVICE IS APPROVED, EVENT INSURANCE MUST INCLUDE AN ADDITIONAL INDEMNIFICATION FOR ALOCHOL**

# ADDITIONAL CIVIC EVENT REQUIREMENTS

- Inspection by Northfield Township Fire and Police Departments is required prior to start of event.
- Any temporary electrical supply provided during a civic event shall be subject to Northfield Township inspection and approval
- A site map shall be provided for all civic events, as required by Northfield Township Public Safety Officials
- No pets are permitted downtown during civic events, unless approved as part of the event.
- No open flame cookers or heaters are permitted without prior approval from the Northfield Township Fire Department.
- Any additional restroom facilities deemed necessary by Northfield Township for this event are to be supplied by the event organizer
- Event organizer staff / volunteers / vendors are responsible for trash control and cleanup.
- Depending upon the type of event, organizer may be required to provide security.
- If radio communications are utilized during civic event, event organizer shall ensure Northfield public safety officials have access to radio or frequencies.
- Event organizer is responsible for arranging for EMS (Ambulance) at the event.
- If privately-owned property is to be utilized by the event organizer as part of any civic event for parking, staging, or similar uses, the event organizer shall be responsible for ensuring there exists all necessary land usage agreements with the private property owner(s), which shall be reviewed and approved by Northfield Township, to ensure adequate ingress, egress, police and fire protection, insurance, etc.

Accepted and agreed to:

EVENT ORGANIZER

By:   
Its:

Dated: 7/15, 2015

# NORTHFIELD TOWNSHIP APPROVALS/RECOMMENDATIONS/COMMENTS

\_\_\_\_\_

Event Title

Police Dept: \_\_\_\_\_ Date: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

Fire Dept: \_\_\_\_\_ Date: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

Other, if necessary: \_\_\_\_\_ Date: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

Clerk: \_\_\_\_\_ Date: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

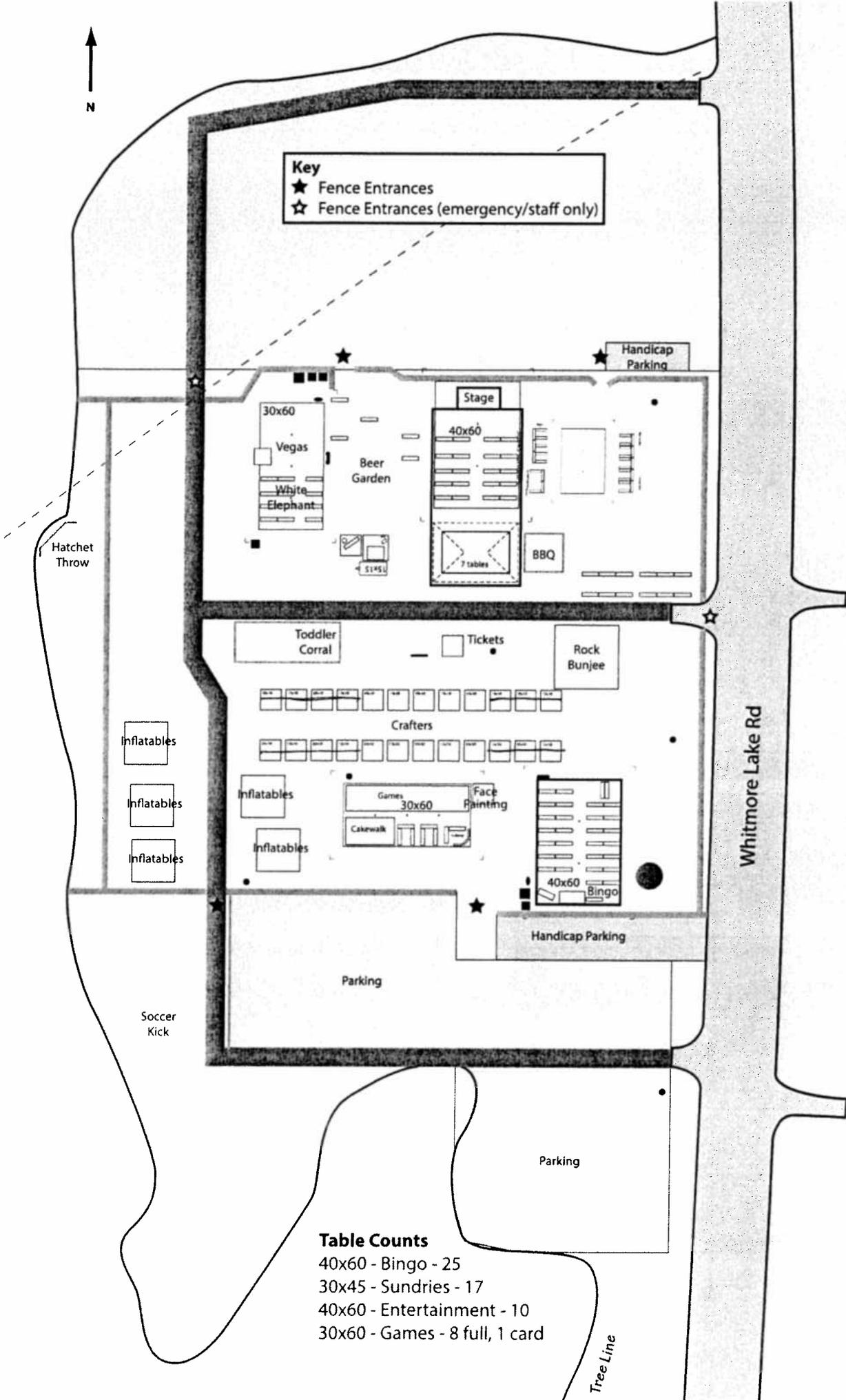
BOARD OF TRUSTEES ACTION: \_\_\_\_\_ Date: \_\_\_\_\_







**Key**  
 ★ Fence Entrances  
 ☆ Fence Entrances (emergency/staff only)



**Table Counts**  
 40x60 - Bingo - 25  
 30x45 - Sundries - 17  
 40x60 - Entertainment - 10  
 30x60 - Games - 8 full, 1 card



# Civic Event Application Northfield Township

8350 Main Street  
Whitmore Lake, Michigan 48189  
(734) 449-2880

<b>OFFICE USE ONLY</b>
<u>7/20/15</u> Date Received
<u>[Signature]</u> By

<b>FEE - \$100.00</b>
_____
Date Received
_____
By

**\*\* APPLICATIONS MUST BE FILLED OUT COMPLETELY BEFORE THEY WILL BE CONSIDERED FOR REVIEW \*\***

07/15/15      Planet4u Events      Alyse Paquin  
Application Date      Name of Organization      Name of Applicant

6520 Nollar Road      Whitmore Lake      MI      48189  
Street Address      City      State      Zip

(734) 945-2522      (734) 769-6985      \_\_\_\_\_      \_\_\_\_\_  
Cell Phone      Home Phone      Work Phone      Fax

ampaquing@gmail.com  
Email Address      (optional)

Elevate concert series  
Event Title

75 Barker Lot  
Event Location

**EVENT DAYS / TIMES** (Please stipulate the following information for each date of event)

DATE	Day of Week	Beginning Time	Ending Time
<u>08/15/15</u>	<u>Sat</u>	<u>5 PM</u>	<u>10 PM</u>
_____	_____	_____	_____
_____	_____	_____	_____

8am 08/15/15      10:30 pm 08/15/15      NA  
Set up Time/Day      Tear down Time / Day\*      Rain Date (if applicable)

\* Tear down time will be strictly enforced. It is the applicant's responsibility to ensure the teardown of all materials with their on-site vendors, sponsors, etc. is complete by the teardown time given above.

**ORGANIZATION / APPLICANT INFORMATION**

Applications for Civic Events in Northfield Township shall NOT be approved for applicants in default to the Township. Therefore, each Application for Civic Events shall be routed to the Township Treasurer for a determination of any defaults to the Township. In the event a default to the Township exists, the Application shall be disapproved by the Treasury Department, with the nature of the default described as the reason of the disapproval.

TAX IDENTIFICATION NUMBER: 47-1044018

BRIEF DESCRIPTION OF ORGANIZATION'S PURPOSE AND/OR FUNCTION:

Planet 4u events purpose is to create events for the youth in our community,  
primarily the Elevate concert series' events which are meant to  
help build up our community through music and overall safe-clean fun.

IS THE ORGANIZATION NON-PROFIT? YES NO  
If yes, attach a copy of the organizations Sales Tax Exempt Certificate.

DOES YOUR GROUP PRESENTLY HAVE LIABILITY INSURANCE?  YES NO

GENERAL LIABILITY INSURANCE IS REQUIRED NAMING NORTHFIELD TOWNSHIP AS ADDITIONAL INSURED. IF FOOD IS BEING SERVED, PRODUCT LIABILITY MUST BE INCLUDED. LIMITS OF LIABILITY SHOULD BE NO LESS THAN \$1,000,000 COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE.

PLEASE GIVE A DESCRIPTION OF THE PROPOSED CIVIC EVENT. (Attach additional pages if necessary)

This event will have 4 local bands as well as other interactive  
performances including swing dancing + contact juggling,  
a few community vendors / artisans also

ANNUAL EVENT: Is this event expected to occur next year?  YES NO

If Yes, you can reserve a date for next year with this application). To reserve dates for next year, please provide the following information:

Normal Event Schedule (e.g., third weekend in July): \_\_\_\_\_

Or Next year's specific date(s): \_\_\_\_\_

PROCEEDS OF THIS EVENT WILL BE USED FOR:

Covering costs of Event

\_\_\_\_\_

\_\_\_\_\_

IF THE PROPOSED CIVIC EVENT IS A PARADE OR RUN/WALK EVENT, PLEASE LIST THE POINT OF ORIGIN, PATH, TERMINATION POINT, NUMBER OF ENTRIES AND TRAFFIC CONTROL PLAN AS NECESSARY. (Use attached map to clarify the route)(FEE IS WAIVED FOR 4<sup>TH</sup> OF JULY PARADE AND HOMECOMING PARADE)

No

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ARE YOU PLANNING TO CHARGE AN ADMISSION FEE?      YES       NO

IF YES, WHAT KIND AND HOW MUCH?

\_\_\_\_\_

\_\_\_\_\_

DO YOU PLAN ON UTILIZING VENDORS AND/OR EXHIBITORS FOR SALES OF ANY KIND?  
 YES      NO

IF YES, COMPLETELY FILL OUT THE ATTACHED VENDOR CONTACT INFORMATION SHEET(S).

WHAT IS THE FEE CHARGED FOR EACH VENDOR? \$0

DO YOU PLAN TO CONTRIBUTE REVENUES RECEIVED FROM THIS EVENT TO LOCAL ORGANIZATIONS AND/OR COMMUNITY GROUPS?      YES      NO

IF YES, TO WHOM AND HOW MUCH?

\_\_\_\_\_

\_\_\_\_\_

WHAT IS THE EXPECTED ATTENDANCE FOR THIS EVENT? 100-200

DO YOU PLAN ON SUPPLYING ADDITIONAL RESTROOM FACILITIES?  YES  NO

NUMBER OF VOLUNTEERS / STAFF? 10

HOW WILL THIS EVENT BENEFIT THE RESIDENTS AND/OR IMPROVE THE QUALITY OF LIFE IN NORTHFIELD TOWNSHIP?

connecting teens to the larger community by providing

for wholesome entertainment that the entire community can

enjoy, bringing people together to uplift Whitmore Lake

ELECTRICAL SERVICES REQUIRED (Please Be as Accurate as Possible)

Will use a generator primarily + a power chord run from Vega Warehouse

OTHER UTILITIES REQUIRED (Please Be as Accurate as Possible)

TOWNSHIP FACILITIES REQUESTED (Please Be as Accurate as Possible)

Old fire station unlocked for band instrument storage between sets

DO YOU PLAN TO UTILIZE OFF-SITE PARKING FACILITIES  YES  NO

IF SO, WHAT LOCATION IS PLANNED? Northfield Township Area Library

WHAT IS YOUR PLAN FOR TRANSPORTATION FROM THE PARKING AREA TO THE EVENT LOCATION?

Walking,

SIGNAGE REQUESTED (Detail sign locations on the attached map and provide sign renderings)

Number of Signs 4 of 5

Types of Signs Lawn signs

Locations of Signs Near 75 Barker, Expressway exits

Date Signs Posted August 8th

Date Signs Removed August 16th

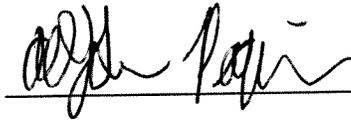


# Owner(s) Affidavit\*

I, Alyse Paquin, have authorized Planet 40 Events / Alyse Paquin as My  
(company or organization owner) (Civic Event Applicant)

Representative for the purpose of obtaining a Civic Event permit(s) from Northfield Township

for my organization located at 6520 Nollar Rd Whitmore Lake MI 48189  
(company or organization address)



Owners Signature

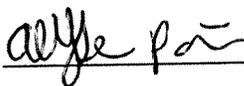
07/17/15

Date

# INDEMNIFICATION AGREEMENT

The Planet 4U Events agree(s) to defend, indemnify, and hold harmless the Township of  
(business/organization)

Northfield, Michigan, and its agents, officials and employees from any claim, demand, suit, loss, cost of expense, or any damage that may be asserted, claimed or recovered against or from the Planet 4U Events (business/organization) and/or the Township of Northfield, by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of Northfield Township or by third parties, or by the agents, servants, employees or factors of any of them.

Signature  Date 07/15/15

Witness \_\_\_\_\_ Date \_\_\_\_\_

# ALCOHOL

PLEASE GIVE A BRIEF DESCRIPTION OF THE TYPE OF ALCOHOL TO BE SOLD / SERVED

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WHO WILL BE THE ALOCHOL LICENSE HOLDER?

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ON THE ATTACHED MAP, DETAIL THE LOCATIONS WHERE ALOCHOL WILL BE SOLD / SERVED.

DESCRIBE IN DETAIL YOUR ALCOHOL MANAGEMENT PLAN

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**\*\* IF ALCOHOL SALES OR SERVICE IS APPROVED BY THE TOWNSHIP BOARD AS PART OF THIS EVENT, THE APPLICANT MUST ALSO RECEIVE APPROVAL FROM THE LIQUOR CONTROL COMMISSION**

**\*\* IF ALCOHOL SALES OR SERVICE IS APPROVED, EVENT INSURANCE MUST INCLUDE AN ADDITIONAL INDEMNIFICATION FOR ALOCHOL**

# VENDOR CONTACT INFORMATION

Company Name	Representative	Phone #	Items Being Sold / Exhibited	On Site Contact Name	On Site Contact Phone #
Phoenix Framing	Jesse Harrison		Advertising free-living courses	Jesse	
Elite Youth Sports	Hentus		Promoting sports camps/classes	Ron	
Elevate Radio	John Sparrow			John	
WL Community Rec	Chas Sloane		Outdoor games/ corn hole	Chas	
Acorn Photography	Josie L.		Photography	Josie	
Swing Time	Robert Reynolds		Swing Dance community		
Anna C.	Anna Chewter		face paint/ Henna		
Urban Gro.	Thomas DeJoy		concerts in Brighton		
a/42 church	Mike Hultte		9 square game + PopCicles (free)		
WL Murching Band			BOTTLED WATER		

# VENDOR CONTACT INFORMATION

Company Name	Representative	Phone #	Items Being Sold / Exhibited	On Site Contact Name	On Site Contact Phone #

# ADDITIONAL CIVIC EVENT REQUIREMENTS

- Inspection by Northfield Township Fire and Police Departments is required prior to start of event.
- Any temporary electrical supply provided during a civic event shall be subject to Northfield Township inspection and approval
- A site map shall be provided for all civic events, as required by Northfield Township Public Safety Officials
- No pets are permitted downtown during civic events, unless approved as part of the event.
- No open flame cookers or heaters are permitted without prior approval from the Northfield Township Fire Department.
- Any additional restroom facilities deemed necessary by Northfield Township for this event are to be supplied by the event organizer
- Event organizer staff / volunteers / vendors are responsible for trash control and cleanup.
- Depending upon the type of event, organizer may be required to provide security.
- If radio communications are utilized during civic event, event organizer shall ensure Northfield public safety officials have access to radio or frequencies.
- Event organizer is responsible for arranging for EMS (Ambulance) at the event.
- If privately-owned property is to be utilized by the event organizer as part of any civic event for parking, staging, or similar uses, the event organizer shall be responsible for ensuring there exists all necessary land usage agreements with the private property owner(s), which shall be reviewed and approved by Northfield Township, to ensure adequate ingress, egress, police and fire protection, insurance, etc.

Accepted and agreed to:

EVENT ORGANIZER



By: Alyse Parjuri

Its:

Dated: 07/15, 2015

# NORTHFIELD TOWNSHIP APPROVALS/RECOMMENDATIONS/COMMENTS

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**Event Title**

**Police Dept:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comments:** \_\_\_\_\_

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**Fire Dept:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comments:** \_\_\_\_\_

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**Other, if necessary:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comments:** \_\_\_\_\_

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**Clerk:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comments:** \_\_\_\_\_

---

**BOARD OF TRUSTEES ACTION:** \_\_\_\_\_ **Date:** \_\_\_\_\_

ARTISTS  
TENT

Sound

Generator

lamp

Stage  
16x12

VENDORS

Firehouse

corn hole | fire square  
out door games

vendors

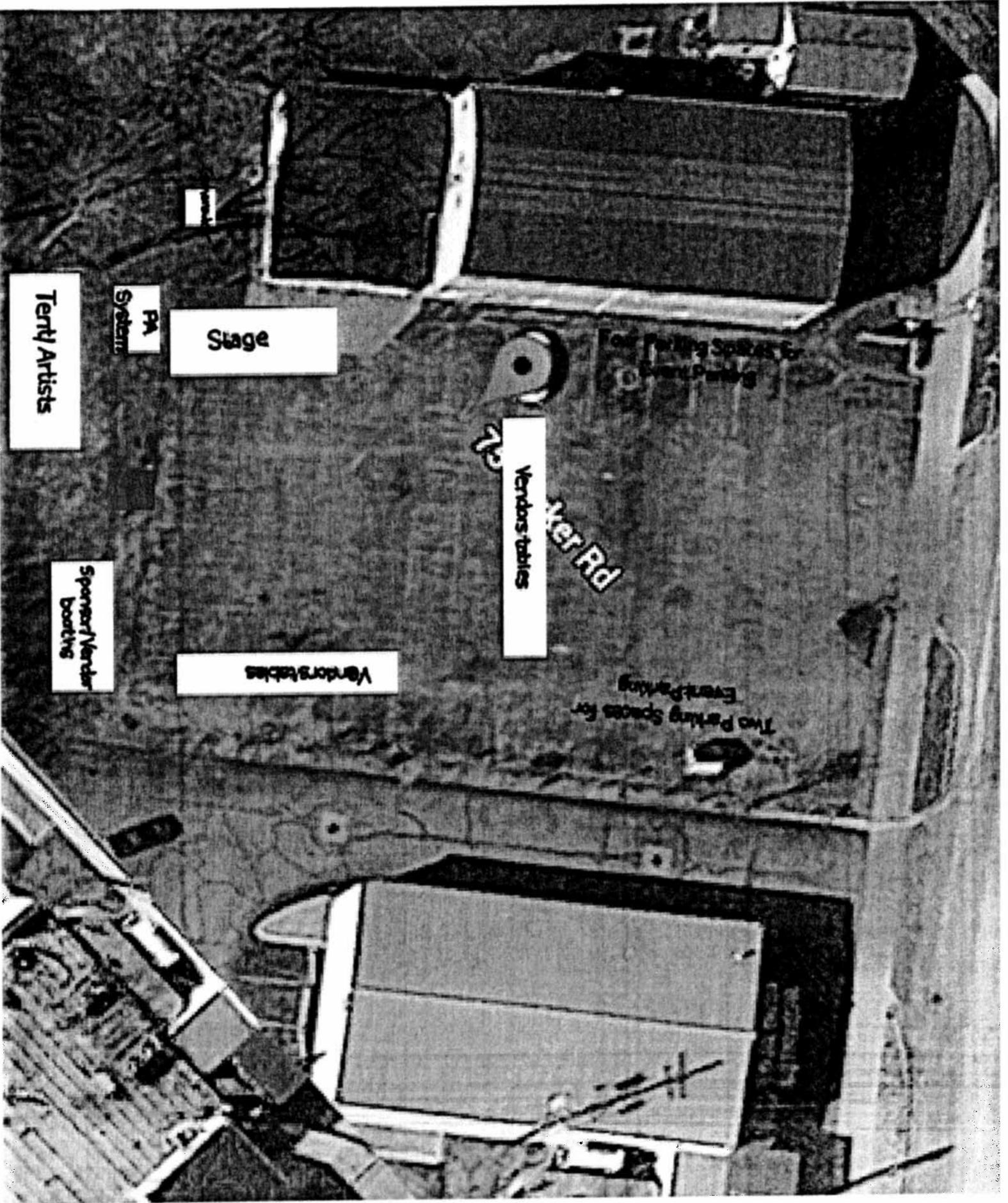
4 parking  
spots over

LEAVE  
4 PARKING  
SPOTS OVER

Stage, 16' x 12' x 24'  
PA system (15 watts)  
Lights

Power source:  
Generator (Power boss 5500)

(10) 6ft Tables around perimeter for vendors / banner merch



Tent/Artists

PA System

Stage

Sponsor/Vendor Booths

Vendors Tables

Vendors Tables

Clyde Rd

Two Parking Spaces for Event Parking

One Parking Spaces for Event Parking



Alyse Paquin <ampaquin88@gmail.com>

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**Re: Elevate (Concert at 75 Barker Road) August 15th**

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Kirsten Noe <knoe@nationalstaffingandhomecare.com>  
To: Alyse Paquin <ampaquin88@gmail.com>

Thu, Jul 16, 2015 at 10:44 AM

Hi Alyse,

You will need to contact the Northfield Township offices at 734-449-2880 as this parking lot is a municipal lot.

Just for your information we don't have an event scheduled that weekend for National.

Should you have any questions please let me know.

Thank you,  
Kirsten Noe  
HR Coordinator  
National Staffing and Home Care  
734-449-9050  
877-873-2651 Fax

Quoting Alyse Paquin <ampaquin88@gmail.com>:

Hi Kirsten,

We will be having another Elevate Concert Series Event on Saturday August 15th and wanted to confirm with National Home Care that we would be able to have use of the 75 Barker Parking Lot for the day before we finalize the event application.

I can shoot over a flyer with details and please feel free to have someone call me if you have any questions.

All the best,  
Alyse

On Fri, Aug 1, 2014 at 3:38 PM, Alyse Paquin <ampaquin88@gmail.com> wrote:

Hi Kristen,

Good talking with you earlier today!

Here is the information about the concert we have planned for Saturday August 23rd in the municipal lot at 75 Barker. I can send you the flyer as soon as I finish updating a couple things.

?----?



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/20/2015

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

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

PRODUCER Shoreline Insurance Agency Inc 875 W. Broadway Ave.  Muskegon MI 49441	CONTACT NAME: April Lipka	
	PHONE (A/C, No, Ext): (231) 755-1919 FAX (A/C, No): (231) 755-8750 E-MAIL ADDRESS: april@shorelineagency.com	
INSURED Alyse Paquin, DBA: Planet4U Events 6520 Nollar Road  Whitmore Lake MI 48189	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: National Speciality Ins./Westbend	15350
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

CERTIFICATE NUMBER: CL1572012357

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		2129525 01	8/8/2015	8/8/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					MED EXP (Any one person) \$ Excluded
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input type="checkbox"/> N / <input type="checkbox"/> A				PRODUCTS - COMP/OP AGG \$ 2,000,000
						COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
						EACH OCCURRENCE \$
						AGGREGATE \$
						\$
						PER STATUTE OTH-ER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event Location: 75 Barker Road Whitmore Lake, MI 48189

Event Date: 08/15/2015

Northfield Township is listed as Additional Insured in regards to the General Liability.

**CERTIFICATE HOLDER****CANCELLATION**

Northfield Township  
8350 Main Street  
Whitmore Lake, MI 48189

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bruce C Potter/APRIL

*Bruce Potter*

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## Jennifer Carlisle

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**From:** Alyse Paquin [ampaquin88@gmail.com]  
**Sent:** Tuesday, July 21, 2015 8:55 AM  
**To:** Jennifer Carlisle  
**Subject:** Re: Elevate Concert Series: Event Application; more info

Thanks Jennifer!  
We are not a 501c3, just a registered non-profit corporation.

On Tuesday, July 21, 2015, Jennifer Carlisle <[Carlislej@twp.northfield.mi.us](mailto:Carlislej@twp.northfield.mi.us)> wrote:

I got it. I haven't had a chance to go over it with Howard yet. Chief Wagner has a copy and will review it for the things he needs. I'll let you know if we need anything else. Are you a 501(c)(3) non-profit organization?

---

**From:** Alyse Paquin [mailto:[ampaquin88@gmail.com](mailto:ampaquin88@gmail.com)]  
**Sent:** Monday, July 20, 2015 11:05 PM  
**To:** Jennifer Carlisle  
**Subject:** Fwd: Elevate Concert Series: Event Application; more info

Hi Jennifer,

I dropped off a civic ev

e

nt application on Friday, Please, let me know what else I need to do before the event application can be officially submitted/ put on the next township agenda.

Attached

is our liability insurance, a better layout/plot of the event,

I will send over the invoice for the portajohn

and our event flyer

shortly

Thank you!

Alyse Paquin

Planet 4U events/ Elevate Concert Series

--

*"Artists have a responsibility to care for culture and to use things that are true and authentic that can help people to see through the darkness."—Makoto Fujimura*

--

*"Artists have a responsibility to care for culture and to use things that are true and authentic that can help people to see through the darkness."—Makoto Fujimura*

--

Sent from my iPhone

"If you think God is tame and predictable... that's not God. God is wild, like the sea." -Peter Kreeft

## Memo

**To:** Northfield Township Board

**From:** Howard Fink

**Date:** 7/23/2015

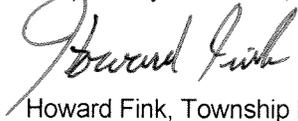
**Re:** Peoples Express

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Dear Township Board,

After many months of discussion, Peoples Express has indicated they are unable to increase their liability insurance from 3 million to 5 million per occurrence. Additionally, they are unable to separate the policies out, having Peoples Express and Northfield Human Services separate. Both of these items were the two primary recommendations from our liability insurance broker. At this time, the Board will need to make a determination if they wish to move forward with the contract. These items from the insurance broker were recommendations, not requirements. Lenore Zelenock will be on hand to advocate for Peoples Express.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Howard Fink".

Howard Fink, Township Manager

## Jennifer Carlisle

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**From:** Lenore Zelenock [tlzteam@yahoo.com]  
**Sent:** Wednesday, June 03, 2015 10:18 AM  
**To:** Howard Fink; Jennifer Carlisle  
**Subject:** People's Express and Northfield Township - Insurance Policy

Hello Howard and Northfield Township Board Members,

As you know, People's Express (PEX) has been investigating the feasibility of acquiring a \$5 million insurance policy for only Northfield Township. Presently PEX has a \$3 million policy. Our grant agencies, AAATA and MDOT, only require a \$1 million policy. After working with our insurance company, we find that it is not economically feasible for PEX to provide \$2 million additional insurance coverage.

The \$10,000 funding from the Northfield Township that we have been discussing will help PEX provide discounted transportation rates like we do for neighboring Townships. We hope to have the opportunity to work with Northfield Township with our present \$3 million insurance policy like we do with other Townships.

Please let me know the next steps and if you have any questions.

Lenore Zelenock  
PEX Board Member  
734-395-6983

## CONTRACT

This contract is entered into by Northfield Township (hereinafter referred to as Township) and People's Express of 10 Jennings Road, Whitmore Lake, MI, a non-profit corporation (hereinafter referred to as PEX). This contract begins January 1<sup>st</sup>, 2015 and expires December 31<sup>st</sup>, 2015.

### 1. Purpose

The purpose of this contract is to provide transportation assistance to citizens of Northfield Township and provide a system for payment for services by users and to provide a mechanism by which the Township can provide assistance to citizens of Northfield Township who require low-cost transportation.

### 2. Scope and Description of Services

PEX will perform in a timely fashion for the ~~benefit~~ residents of the Township, transportation services with an area shown on Exhibit A to this agreement and made part hereof.

PEX will at all times maintain its equipment in good mechanical condition in conformity with all applicable safety regulations, and will keep all vans and/or buses in clean condition, subject to inspection by the Township at all times. PEX warrants that it now has and will continue to have during the term of this Agreement all necessary licenses, certification, or other documents required by any governmental agency, federal, state, which authorize or permit the operation of a public transportation service, including, but not limited to, inspection and certification by the

Michigan Department of Transportation. PEX will provide copies of certificates from the Michigan Department of Transportation for all vehicles that operate within the Township.

PEX will utilize drivers for this service who are properly qualified and lawfully licensed for the service provided in the vehicles used, and have received appropriate safety training. Drivers shall display proper courtesy toward passengers and maintain a neat and clear appearance.

PEX shall maintain upon its vans and/or buses appropriate signage or markings indicating that the services “People’s Express” is to be identified by users of the service. PEX will abide by the policies and statements set forth in this Agreement and this policy shall not be revised without the written consent of the Township.

### 3. Terms of Payment Services

The Township shall pay to PEX the sum of \$10,000.00 annually. With this contract, PEX can leverage an additional \$10,000.00 in federal funds, bringing Township-funded transportation to \$20,000.00 annually. The Ann Arbor Area Transportation Authority (AAATA) has provided 2 grants to PEX. The first grant is for medical rides reserved for seniors or persons with disabilities. The second grant is for anyone going to work. These trips may only go to the Ann Arbor-Ypsilanti Urban Area. The cost for these rides will cost Township residents between \$5 and \$7 each way. There is no cost to the Township for these rides.

### 4. Legal Standing of the Parties

The parties of this Agreement mutually agree that PEX, as of the date of the Agreement, is not a mass transportation authority as provided under Act 55 of 1963 MCLA 5.3475 eq. seq. It is further agreed, that in the event PEX becomes a regional transportation authority, which expands service to communities bordering the Township with Salem Township, Green Oak Township, Ann Arbor Township, etc., that upon the date of such expansion this Agreement will be renegotiated by the parties to reflect efficiency and reduce the annual costs of the Township by an amount up to twenty (20%) percent dependent upon the size of the Michigan Department of Transportation grant received. In the event the parties are unable to reach a modified agreement, either party may terminate this Agreement upon ninety (90) days notice to the other.

5. Fares Charged to the General Public

The parties agree that PEX shall charge any resident of the Township utilizing its services \$2.00 for each one-way trip within the Township, and no more than \$4.00 per round-trip. Seniors and persons with disabilities will pay \$1.00 each way for service.

6. Unavoidable Delay

In the event of severe weather conditions, road conditions, strikes or conditions totally beyond PEX's reasonable control, PEX shall notify the Township and its appropriate local officials in as much advance as possible of the effect of such conditions on service. PEX shall provide substitute vehicles, which are adequate in its

~~judgment~~ otherwise meet all requirements set forth in this agreement, in the event of mechanical problems or other inability to provide service.

7. Insurance

PEX shall carry and keep in force a comprehensive general liability insurance policy covering the use, maintenance, and operation of its ~~designated~~ vehicles ~~servicing the residents of the Township~~ in amounts not less than the following:

~~Five~~ One Three Million (~~\$153,000,000.00~~) Dollars combined single limit of liability for each occurrence for Bodily Injury Liability and Property Damage Liability.

Such policy shall be in a form reviewed and approved by the Township. ~~Upon execution of this Agreement, PEX shall present certificates for insurance coverage to the Township for its review.~~ PEX shall have the Township named as an additionally insured on its policies. PEX, its successors, assigns, officers, directors, employees, and agents shall hold the Township and its employees and legal officials harmless from any liabilities, obligations, losses, damages, claims, or costs, including legal fees and expenses incurred by or asserted against PEX resulting from any of the following:

1. Failure of PEX to operate bus service and conformance with law or this contract;
2. Violation of PEX of any of the provisions of this Agreement;
3. Any act or failure by any officers, director, employee, or agent of PEX; and
4. Any injury to a person, loss of life, or loss of destruction of property rising out of or relating to the operation of this service.

PEX will promptly notify the Township in writing of any claim or liability which PEX believes to be covered under this paragraph. PEX shall properly accept tender of defense in connection with any claim or liability which PEX has herein agreed to identify and the Township shall be kept properly informed of the status of the proceedings and shall properly be furnished with copies of all documents filed or service upon Plaintiff's and shall be furnished in advance with copies of all documents for proposed to be filed and served by his defense counsel. In the event of suit, PEX shall not without first obtaining approval of the Township, settle or compromise any claims, suit, or action proceeding in respect to which PEX has agreed in writing in the event there is any prospect that the Township shall be named as Defendant or looked to for any payment of any sum arising out of litigation.

PEX hereby waives any and all right to indemnification and subrogation from the Township for any and all claims, and will obtain a waiver of indemnification and subrogation for any and all claims with respect to the Township from its insurance carrier. PEX will provide a copy of both its waiver and its insurance carrier's waiver to the Township.

#### 8. Prohibited Interests

The parties to this Agreement certify that no member, officer, or employee of PEX or the Township, having direct or indirect control over this Agreement, shall, during

his/her employment or in tenure with the Township, and two (2) years thereafter, shall have any interest direct or indirect in this Agreement or the proceeds of it.

9. Equal Employment Opportunity

In the event of PEX's violation of Federal or State civil rights laws, or allegations of noncompliance with any civil rights regulation shall permit the Township to void this Agreement, and sanctions or penalties if imposed upon the Township shall be the responsibility of PEX. During the performance of this contract, PEX agrees as follows:

1. That it will not discriminate against any employees or applicant for employment because of race, color, religion, sex, national origin, ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That if it hires additional employees to perform this contract or any portion of it, it will determine the availability, in accordance with the state law, minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry,

physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

4. That it will send to each labor organization or representative of workers, if bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligation under the Department of Human Rights and the Department's Rule and Regulations for the State of Michigan. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department of Human Rights and the contracting agency will recruit employees from other sources when necessary to fulfill its obligations under this Agreement.
5. That it will submit reports as required by the State authorizing, furnish all relevant information as may from time to time be requested and all respects comply with the Elliot Larson Act, Rules and Regulations of the Equal Opportunity Commission of the Federal Government.
6. That it will permit access to all relevant books, records, accounts, and work sits by personnel of the City or State of Michigan, for purposes of investigation to ascertain compliance with State law.

10. Independent Contractor.

PEX's relationship with Township under this Agreement is that of independent contractor and not that of employee, partner, or joint venturer. PEX shall be responsible for payment of any and all expenses associated with PEX's activities under this Agreement. PEX shall be responsible for payment of its own federal, state, and local taxes. PEX shall not participate in Township's fringe benefit plans or programs. PEX shall not enter into any agreement or commitment on behalf of Township nor hold itself out as having such authority.

~~10.11.~~ Notices

All notices required pursuant to this Agreement shall be in writing and shall be served upon the parties at the address listed in this Agreement. Delivery to an officer authorized to receive notices or the mailing of the notice by registered mail, return receipt requested, shall be sufficient notice.

~~11.12.~~ Governing Laws

This Agreement shall be interpreted under and governed by the laws of the State of Michigan.

~~12.13.~~ Compliance with Laws

PEX agrees to comply with all applicable statutes, ordinances, and regulations of the United States and State of Michigan, and units of local government.

~~13.14.~~ Headings

The section headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of intent of this Agreement.

In witness, the parties have executed this Agreement on the dates recited below:

**PEOPLE'S EXPRESS**

---

By: Douglas Anderson

Its: DIRECTOR

Date: \_\_\_\_\_

**NORTHFIELD TOWNSHIP**

---

By: Marilyn Engstrom

Its: SUPERVISOR

Date: \_\_\_\_\_

---

By: Howard Fink

Its: MANAGER

Date: \_\_\_\_\_

## Memo

**To:** Northfield Township Board  
**From:** Howard Fink  
**Date:** 7/23/2015  
**Re:** Grace period change from 15 to 30 days

---

Dear Township Board,

Given the issues with mail delivery in Whitmore Lake and the quick turnaround for sewer payments required by our due date, I am requesting that we increase the sewer payment period to 30 days from the date the bills are mailed. The due dates will be reflected on the bills. There was some discussion on having a 45 day grace period. I suggest trying the 30 day grace period first. If residents are still having difficulty, we can always increase the time period at a later date. Please note the ordinance will not go into effect until 30 days following publication and will be effective in the November Billing Cycle.

Respectfully Submitted,



Howard Fink, Township Manager

**ORDINANCE NO. 15-43**

**AN ORDINANCE OF NORTHFIELD TOWNSHIP AMENDING CHAPTER 32  
(UTILITIES) OF THE NORTHFIELD TOWNSHIP MUNICIPAL CODE TO AMEND  
THE DUE DATE FOR UTILITY BILLING.**

**WHEREAS**, The Northfield Township Board desires to provide additional time for paying quarterly sewer bills prior to a late fee being levied; and,

**NOW, THEREFORE, BE IT ORDAINED BY THE NORTHFIELD TOWNSHIP BOARD OF TRUSTEES, THAT THE FOLLOWING SECTIONS, BE AMENDED AS FOLLOWS:**

**Section 1: Due Date of Charges**

Section 32-49(b)(4) be amended by deleting the language in its entirety and replacing the section with the following language:

- 1) *Due date of Charge.* All bills shall be payable 30 days from the date the bills are mailed (post mark date) in person or by mail. Such due dates will be specified on the bill.

**Section 2: Miscellaneous**

If any portion of this Ordinance shall be held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of any other portion of this Ordinance.

All Ordinances or parts of Ordinance inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency. Provided, however, that such repeal shall be only to the extent of such inconsistency, and in all other respects the Ordinance or parts of Ordinance are hereby ratified, re-established and confirmed.

**Section 3 Effective Date**

This Ordinance shall be effective thirty (30) days after its publication date pursuant to Michigan Law.

PASSED AND ORDAINED by the Northfield Township Board, Northfield Township, Michigan, on this 28th day of July, 2015.

\_\_\_\_\_  
Marilyn Engstrom, Supervisor

ATTEST:

\_\_\_\_\_  
Angela Westover, Clerk

I, Angela Westover, Northfield Township Clerk, hereby certify as follows:

A. The above Ordinance was passed by the Northfield Township Board of Trustees on the 28th day of July, 2015. The names of the members voting thereon and how each member voted was as follows:

Yeas: \_\_\_\_\_

\_\_\_\_\_

Nays: \_\_\_\_\_

\_\_\_\_\_

Absent: \_\_\_\_\_

\_\_\_\_\_

B. A true copy of the above Ordinance was published in Ann Arbor News, a newspaper circulating within the Township, on the \_\_\_\_\_ day of \_\_\_\_\_, 2015;

C. The effective date of the Ordinance is the \_\_\_\_\_ day of \_\_\_\_\_, 2015; and

D. A true copy of the above Ordinance was filed with the Washtenaw County Township Clerk on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

NORTHFIELD TOWNSHIP BOARD

By: \_\_\_\_\_  
Angela Westover, Township Clerk

NORTHFIELD TOWNSHIP  
WHITMORE LAKE ROAD SEWER SAD  
PROJECTED SCHEDULE OF EVENTS  
PREPARED JULY 2015

<u>EVENT</u>	<u>DATE</u>
Advertise for Construction Bids	August 13, 2015
Receive Construction Bids	September 15, 2015
Assessment Role Prepared	September 22, 2015
Resolution No. 3 calling Public Hearing on Assessment Role	September 29, 2015
Public Hearing Publication No. 1	By October 17, 2015
Public Hearing Notice Mailed	By October 17, 2015
Public Hearing Publication No. 2	October 22, 2015
Public Hearing on Assessment Role	October 27, 2015
SAD Resolution Confirming Assessment Role	October 27, 2015
Deadline for Appeals to Michigan Tax Tribunal	December 1, 2015
Bond Authorizing Resolution	December 22, 2015
Resolution to Establish Connection Fee	December 22, 2015
Award Construction Contract	December 22, 2015
Sell and Issue Bonds	January/February 2016
Complete Construction	December 31, 2016

**RESOLUTION 15 - 528**

**DEDICATION OF EASEMENTS**

WHEREAS, the Township of Northfield did acquire easements for the Whitmore Lake Road Sanitary Sewer Special Assessment District Project on the dates and for the addresses set forth below (the "Easements"):

08/18/2014	6270 Whitmore Lake Road, Whitmore Lake, MI
06/23/2014	6400 Whitmore Lake Road, Whitmore Lake, MI
09/02/2014	6410 Whitmore Lake Road, Whitmore Lake, MI
01/12/2015	6480 Whitmore Lake Road, Whitmore Lake, MI
10/28/2014	6542 Whitmore Lake Road, Whitmore Lake, MI
10/15/2014	6592 Whitmore Lake Road, Whitmore Lake, MI
04/03/2015	6628 Whitmore Lake Road, Whitmore Lake, MI
12/23/2014	6684 Whitmore Lake Road, Whitmore Lake, MI
07/18/2015	6289 Whitmore Lake Road, Whitmore Lake, MI

WHEREAS, copies of these easements are attached hereto as Exhibit A;

WHEREAS, the Easements are being dedicated for public utility purposes, including, but not limited to, the installation, maintenance, repair and replacing of sanitary sewer, storm sewer, water, gas, power and telecommunications cable facilities and appurtenances to all of these, and

WHEREAS, it is necessary for the Township of Northfield to accept the Easements in order for the dedications of those easements to be legally effective;

NOW, THEREFORE, BE IT RESOLVED that the Easements attached are accepted for public use by the Township of Northfield.

Adopted the \_\_\_\_\_ of \_\_\_\_\_, 2015 by Board of Trustees Action.

\_\_\_\_\_  
Angela Westover, Township Clerk

I, Angela Westover, Township Clerk for the Township of Northfield, do hereby certify the foregoing is a true complete copy of a Resolution adopted by the Township Board at their Regular meeting held on \_\_\_\_\_, 2015.

\_\_\_\_\_  
Angela Westover, Township Clerk

**PERMANENT NON-EXCLUSIVE EASEMENT FOR PUBLIC/PRIVATE UTILITIES**

This Permanent Non-Exclusive Easement for Public/Private Utilities ("Easement") is made this 18th day of August, 2014, by and between **Regal-Thorton, LLC, a Michigan Limited Liability Company** whose address is 6270 Whitmore Lake Road, Whitmore Lake, MI 48189 (hereinafter referred to as the "OWNER") and the **TOWNSHIP OF NORTHFIELD**, whose address is 8350 Main Street, Suite A, Whitmore Lake, Michigan 48189, a Michigan municipal corporation (hereinafter referred to as the "TOWNSHIP") who agree as hereinafter set forth:

**WHEREAS**, the TOWNSHIP proposes to install permanent public utilities and related improvements upon OWNER'S property in accordance with and as part of Whitmore Lake Road Sanitary Sewer Improvement Project;

**WHEREAS**, OWNER'S property is located within the proposed Whitmore Lake Road Sanitary Sewer Special Assessment District (SAD);

**WHEREAS**, in order to construct said improvements it is necessary for the TOWNSHIP and/or its agents, licensees and contractors to enter upon a portion of the lands owned by OWNER to complete the construction;

**WHEREAS**, OWNER is the holder of marketable title to the property legally described as follows:

Tax Identification # B 02-29-200-017

COUNTY OF WASHTENAW, STATE OF MICHIGAN, SEC 29, T.1S., R.6E.:

Land Located in the Township of Northfield, Washtenaw County, State of Michigan, described as:

All that part of the South 1/2 of the Northwest 1/4 of Section Number 29, in Town 1 South, Range 6 East, lying East of the Highway, excepting land conveyed to F. W. Reed and wife by Warranty Deed recorded in Liber 466, Page 449, Washtenaw County Records. Also excepting land conveyed to Cecil Robert McNutt and wife, by Warranty Deed recorded in Liber 472, Page 130 Washtenaw County Records, subject to Release of Right-of-Way to County of Washtenaw dated August 6, 7, and 8, 1906 and recorded January 13, 1950 in Liber 531, Page 271, Washtenaw County Records. Also excepting and reserving land sold to Raymond V. Ambrose and wife, dated January 19, 1951 and recorded January 11, 1952 in Liber 588, Page 587, Washtenaw County Records.  
ALSO DESCRIBED AS:

Commencing at the center of Section 19, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan: thence South 63 degrees 30 minutes West 0.12 feet to the centerline of Whitmore Lake Road (Old US 23); thence North 26 degrees 30 minutes West 830.43 feet along the centerline Whitmore Lake Road for a Place of Beginning; thence continuing along the same course 39.35 feet; thence along the arc of a circular curve concave to the East, radius 1637.28 feet subtended by a chord which bears North 16 degrees 58 minutes 50 seconds West 541.55 feet, thence North 7 degrees 27 minutes 40 seconds West 5.84 feet; thence North 87 degrees 22 minutes 20 seconds East 494.62 feet along the North line of South East 1/4 of the NorthWest 1/4 of said Section; thence South 2 degrees 18 minutes 40 seconds East 415.45 feet along the NorthSouth line of said Section; thence South 63 degrees 30 minutes West 373.22 feet to the Place of Beginning, being part of the Southeast 1/4 of the Northwest 1/4 of Section 29.  
Commonly Known As: 6270 Whitmore Lake Rd., Whitmore Lake, MI 48189  
Tax Item No.: B 02-29-200-017

**WHEREAS**, OWNER has agreed to allow the TOWNSHIP and/or its agents, licensees and contractors, to enter a portion of OWNER'S property to construct and complete the public utility installation and related improvements; and

**WHEREAS**, the Easement is depicted and described in the attached Exhibit A drawing as prepared by Tetra Tech, Project No. 200-12748-14001, dated April 28, 2014;

**NOW THEREFORE**, for the consideration of One Dollar (\$1.00), it is agreed as follows:

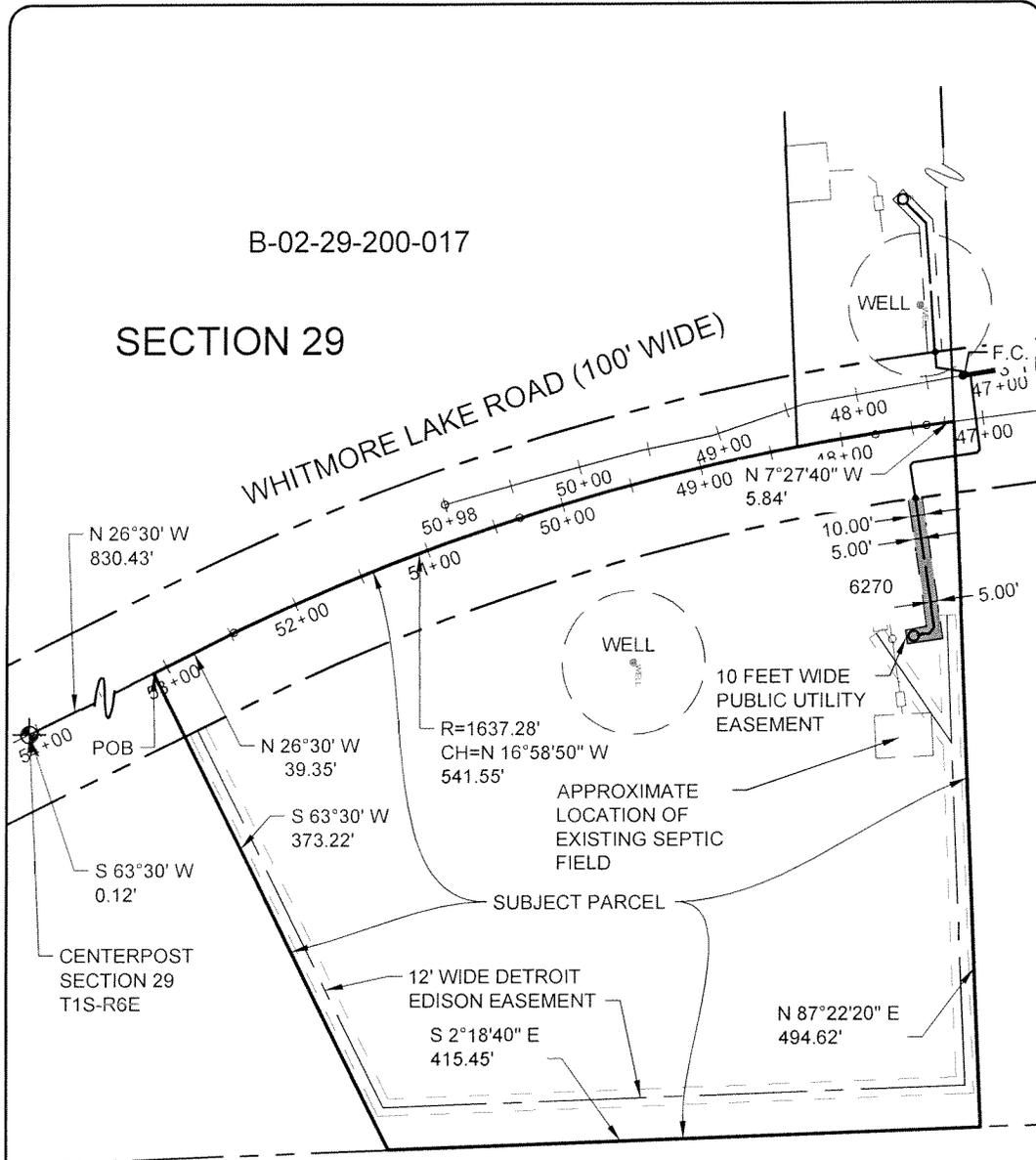
1. OWNER hereby grants and conveys to the TOWNSHIP a permanent, non-exclusive Easement for public utility purposes, including, but not limited to, the installation, maintenance, repair and replacing of sanitary sewer, storm sewer, water, gas, power and telecommunications cable facilities and appurtenances to all of these, as specifically depicted and described on Exhibit A attached, which improvements are to be constructed as part of the Whitmore Lake Road Sanitary Sewer Improvement Project.
2. The TOWNSHIP, its agents, employees, successors or assigns shall have the further right to enter upon sufficient land adjacent to the real estate which is the subject of the Easement for the purpose of installing, maintaining, repairing or replacing the public utilities and performing temporary grading.
3. The public utilities and appurtenances thereto located within the Easement will be owned by the TOWNSHIP.
4. The OWNER represents that it is the holder of marketable title to the real estate which is the subject of the Easement and has the authority to grant the Easement to the TOWNSHIP.



B-02-29-200-017

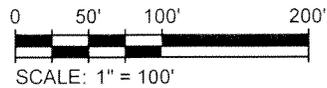
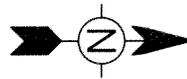
SECTION 29

WHITMORE LAKE ROAD (100' WIDE)



EASEMENT DESCRIPTION:

A 10 FEET WIDE UTILITY EASEMENT, 5 FEET ON EITHER SIDE OF A CENTERLINE OF THE SANITARY SEWER AS IT IS SHOWN ON AND DEPICTED ON THIS EXHIBIT "A" AND AS IT IS ACTUALLY CONSTRUCTED.



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www.tetrattech.com

1005 RIVER STREET, SUITE 1  
PORT HURON, MICHIGAN 48060  
(TEL) 810-956-9300 (FAX) 810-956-9281

NORTHFIELD TOWNSHIP

WHITMORE LAKE ROAD FORCEMAIN

PARCEL B-02-29-200-0017  
6270 WHITMORE LAKE ROAD  
SECTION 29, NORTHFIELD TOWNSHIP

Project No.: 200-12748-14001

Date: APRIL 28, 2014

Designed By:

EXHIBIT  
"A"

Copyright: Tetra Tech

Bar Measures 1 inch

**PERMANENT NON-EXCLUSIVE EASEMENT FOR PUBLIC/PRIVATE UTILITIES**

This Permanent Non-Exclusive Easement for Public/Private Utilities ("Easement") is made this <sup>23<sup>rd</sup></sup> day of June, 2014, by and between David W. Clair and Jewell A. Clair, husband and wife, whose address is 6400 Whitmore Lake Road, Whitmore Lake, MI 48189 (hereinafter referred to as the "OWNER") and the **TOWNSHIP OF NORTHFIELD**, whose address is 8350 Main Street, Suite A, Whitmore Lake, Michigan 48189, a Michigan municipal corporation (hereinafter referred to as the "TOWNSHIP") who agree as hereinafter set forth:

**WHEREAS**, the TOWNSHIP proposes to install permanent public utilities and related improvements upon OWNER'S property in accordance with and as part of Whitmore Lake Road Sanitary Sewer Improvement Project;

**WHEREAS**, OWNER'S property is located within the proposed Whitmore Lake Road Sanitary Sewer Special Assessment District (SAD);

**WHEREAS**, in order to construct said improvements it is necessary for the TOWNSHIP and/or its agents, licensees and contractors to enter upon a portion of the lands owned by OWNER to complete the construction;

**WHEREAS**, OWNER is the holder of marketable title to the property legally described as follows:

Tax Identification # B-02-29-200-005

COUNTY OF WASHTENAW, STATE OF MICHIGAN, SEC 29, T.1 S., R.6E.:

The Township of Northfield, Washtenaw County, State of Michigan, described as follows:

Commencing at the Northeast corner of Section 29, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan, and running thence Westerly along the North line of said Section 29, 661.70 feet; thence turning through an angle of 89 degrees 52 minutes 30 seconds to the left and running 660.40 feet; thence turning through an angle of 89 degrees 43 minutes 30 seconds to the right and running Westerly 2000.76 feet to the West right-of-way line of New U.S. 23 Highway to the point of beginning; thence continuing Westerly 523.84 feet to the centerline of Old U.S. 23 Highway; thence turning through an angle of 94 degrees 42 minutes 21 seconds to the left and running along the centerline of Old U.S. 23 Highway 165 feet; thence turning through an angle of 85 degrees 17 minutes 39 seconds to the left and running 574.55 feet to the West right-of-way line of New U.S. 23 Highway; thence running Northerly along said right-of-way to the point of beginning, being a part of the North 1/2 of Section 29,

Town 1 South, Range 6 East, Northfield Township, Washtenaw County,  
Michigan.  
Commonly Known As: 6400 Whitmore Lake Rd., Whitmore Lake, MI 48189 Tax  
Item No.: B-02-29-200-005

**WHEREAS**, OWNER has agreed to allow the TOWNSHIP and/or its agents, licensees and contractors, to enter a portion of OWNER'S property to construct and complete the public utility installation and related improvements; and

**WHEREAS**, the Easement is depicted and described in the attached Exhibit A drawing as prepared by Tetra Tech, Project No. 200-12748-14001, dated April 28, 2014;

**NOW THEREFORE**, for the consideration of One Dollar (\$1.00), it is agreed as follows:

1. OWNER hereby grants and conveys to the TOWNSHIP a permanent, non-exclusive Easement for public utility purposes, including, but not limited to, the installation, maintenance, repair and replacing of sanitary sewer, storm sewer, water, gas, power and telecommunications cable facilities and appurtenances to all of these, as specifically depicted and described on Exhibit A attached, which improvements are to be constructed as part of the Whitmore Lake Road Sanitary Sewer Improvement Project.

2. The TOWNSHIP, its agents, employees, successors or assigns shall have the further right to enter upon sufficient land adjacent to the real estate which is the subject of the Easement for the purpose of installing, maintaining, repairing or replacing the public utilities and performing temporary grading.

3. The public utilities and appurtenances thereto located within the Easement will be owned by the TOWNSHIP.

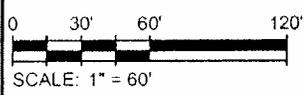
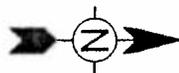
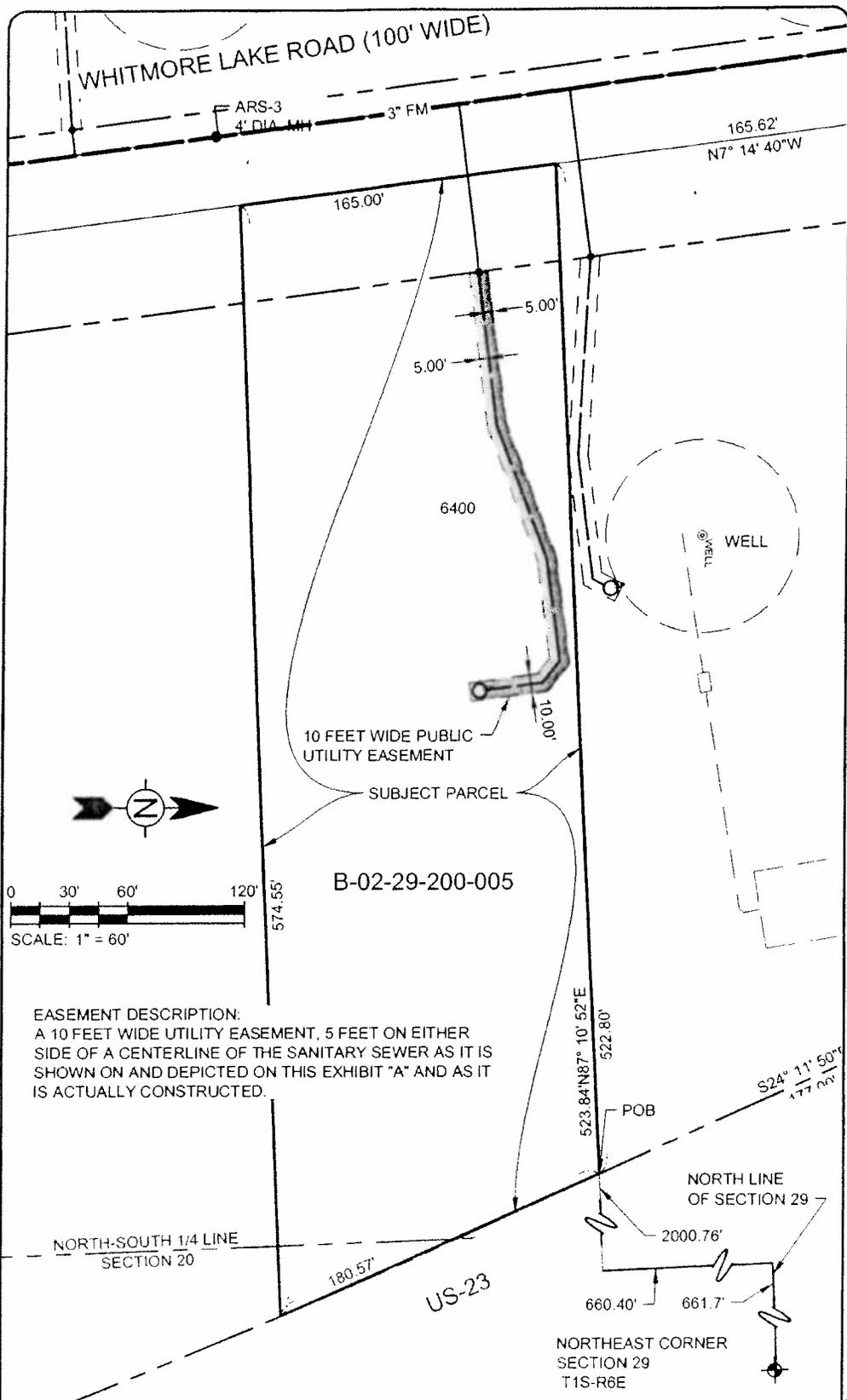
4. The OWNER represents that it is the holder of marketable title to the real estate which is the subject of the Easement and has the authority to grant the Easement to the TOWNSHIP.

5. It is further acknowledged that the OWNER shall not construct any building or structure within the Easement as depicted and described on Exhibit A attached.

6. The Easement shall run with the land and shall be binding on the OWNER, their tenants, heirs, successors or assigns.

7. This conveyance is exempt from any revenue tax by virtue of MCL 207.505, Section 5(a) and MCL 207.526, Section 6(a).





EASEMENT DESCRIPTION:  
A 10 FEET WIDE UTILITY EASEMENT, 5 FEET ON EITHER SIDE OF A CENTERLINE OF THE SANITARY SEWER AS IT IS SHOWN ON AND DEPICTED ON THIS EXHIBIT "A" AND AS IT IS ACTUALLY CONSTRUCTED.

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**Tetra Tech**  
www.tetrattech.com  
1005 RIVER STREET SUITE 1  
PORT HURON, MICHIGAN 48060  
(TEL: 810-956-9300; FAX) 810-956-9281

NORTHFIELD TOWNSHIP  
WHITMORE LAKE ROAD FORCEMAIN  
PARCEL B-02-29-200-005  
6400 WHITMORE LAKE ROAD  
SECTION 29, NORTHFIELD TOWNSHIP

Project No.	200-12748-14001
Date	APRIL 28, 2014
Designed By	
EXHIBIT	
<b>"A"</b>	

Copyright Tetra Tech

Bar Measures 1 inch

**PERMANENT NON-EXCLUSIVE EASEMENT FOR PUBLIC/PRIVATE UTILITIES**

This Permanent Non-Exclusive Easement for Public/Private Utilities ("Easement") is made this 2<sup>nd</sup> day of Sept., 2014, by and between **Tammera M. Bollman and Michael E. Bollman, wife and husband**, whose address is 6410 Whitmore Lake Road, Whitmore Lake, Michigan 48189 (hereinafter referred to as the "OWNER") and the **TOWNSHIP OF NORTHFIELD**, whose address is 8350 Main Street, Suite A, Whitmore Lake, Michigan 48189, a Michigan municipal corporation (hereinafter referred to as the "TOWNSHIP") who agree as hereinafter set forth:

**WHEREAS**, the TOWNSHIP proposes to install permanent public utilities and related improvements upon OWNER'S property in accordance with and as part of Whitmore Lake Road Sanitary Sewer Improvement Project;

**WHEREAS**, OWNER'S property is located within the proposed Whitmore Lake Road Sanitary Sewer Special Assessment District (SAD);

**WHEREAS**, in order to construct said improvements it is necessary for the TOWNSHIP and/or its agents, licensees and contractors to enter upon a portion of the lands owned by OWNER to complete the construction;

**WHEREAS**, OWNER is the holder of marketable title to the property legally described as follows:

Tax Identification # B-02-29-200-004

COUNTY OF WASHTENAW, STATE OF MICHIGAN, SEC 29, T.1S., R.6E.:

The Township of Northfield, Washtenaw County, State of Michigan, described as follows:

Commencing at the Northeast corner of Section 29, Town 1 South, Range 6 East; thence West along the North line of said Section 661.7 feet to the Northeast corner of the Northwest 1/4 of the East 1/2 of the Northeast 1/4 of said Section; thence Southerly deflecting 89 degrees 52 minutes 30 seconds to the left 495.4 feet along the East line of the Northwest 1/4 of the East 1/2 of the Northeast 1/4 of said Section for a Place of Beginning; thence continuing Southerly in the East line of the Northwest 1/4 of the East 1/2 of the Northeast 1/4 of said Section 165.0 feet; thence Westerly deflecting 89 degrees 43 minutes 30 seconds to the right 2524.6 feet to the center line of U.S. Highway 23 (now known as Whitmore Lake Road); thence Northerly deflecting 85 degrees 14 minutes 30 seconds to the right 165.57 feet along the center line of U.S. Highway 23 (now known as Whitmore Lake Rd); thence Easterly deflecting 94 degrees 45 minutes 30 seconds to the right 2539.13 feet to the point of beginning; EXCEPT that portion of land situated Easterly of a line 125.0 feet Westerly of and parallel to the

Survey line of Highway U.S. 23 Relocation, being a part of the North 1/2 of Section 29, Northfield Township, Washtenaw County, Michigan.

Commonly Known As: 6410 Whitmore Lake Rd., Whitmore Lake,  
MI 48189 Tax Item No.: B-02-29-200-004

**WHEREAS**, OWNER has agreed to allow the TOWNSHIP and/or its agents, licensees and contractors, to enter a portion of OWNER'S property to construct and complete the public utility installation and related improvements; and

**WHEREAS**, the Easement is depicted and described in the attached Exhibit A drawing as prepared by Tetra Tech, Project No. 200-12748-14001, dated April 28, 2014;

**NOW THEREFORE**, for the consideration of One Dollar (\$1.00), it is agreed as follows:

1. OWNER hereby grants and conveys to the TOWNSHIP a permanent, non-exclusive Easement for public utility purposes, including, but not limited to, the installation, maintenance, repair and replacing of sanitary sewer, storm sewer, water, gas, power and telecommunications cable facilities and appurtenances to all of these, as specifically depicted and described on Exhibit A attached, which improvements are to be constructed as part of the Whitmore Lake Road Sanitary Sewer Improvement Project.

2. The TOWNSHIP, its agents, employees, successors or assigns shall have the further right to enter upon sufficient land adjacent to the real estate which is the subject of the Easement for the purpose of installing, maintaining, repairing or replacing the public utilities and performing temporary grading.

3. The public utilities and appurtenances thereto located within the Easement will be owned by the TOWNSHIP.

4. The OWNER represents that it is the holder of marketable title to the real estate which is the subject of the Easement and has the authority to grant the Easement to the TOWNSHIP.

5. It is further acknowledged that the OWNER shall not construct any building or structure within the Easement as depicted and described on Exhibit A attached.

6. The Easement shall run with the land and shall be binding on the OWNER, their tenants, heirs, successors or assigns.

7. This conveyance is exempt from any revenue tax by virtue of MCL 207.505, Section 5(a) and MCL 207.526, Section 6(a).

OWNER

Tammera M Bollman

BY: Tammera M. Bollman

Michael E Bollman

BY: Michael E. Bollman

STATE OF Michigan )  
 )SS  
COUNTY OF Washtenaw )

On this 2<sup>nd</sup> day of September, 2014, before me, a Notary Public, in and for said County and State, personally appeared Tammera M. Bollman and Michael E. Bollman and acknowledged said instrument to be their free act and deed.

MARY E. KENDALL  
Notary Public, State of Michigan  
County of Washtenaw  
My Commission Expires Jun. 11, 2018  
Acting in the County of Washtenaw

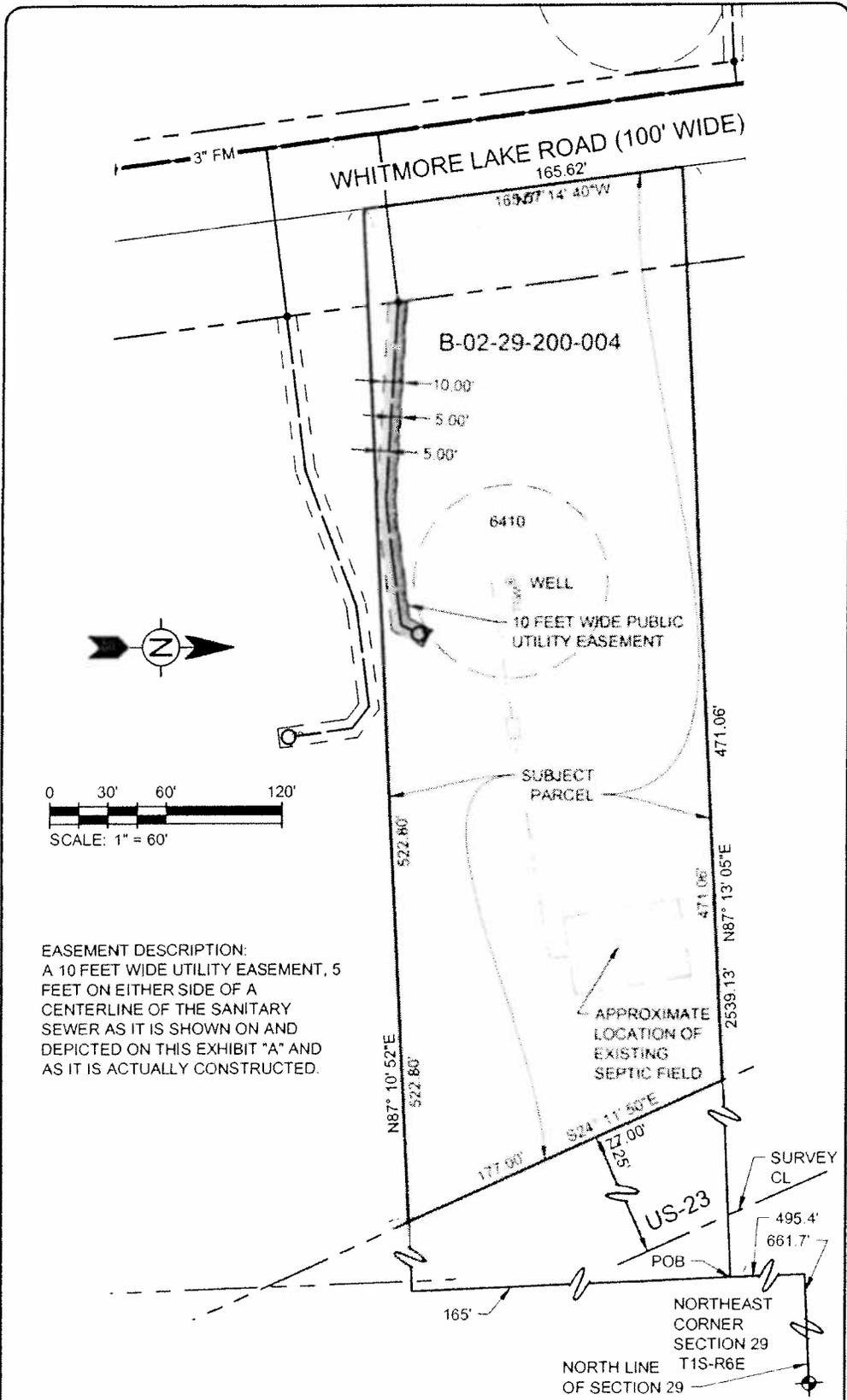
Mary E. Kendall  
Mary E. Kendall, Notary Public  
Washtenaw County, Michigan  
Acting in Washtenaw County  
My Commission expires: June 11, 2018

Tax Identification No. B-02-29-200-004

Recording fee: \_\_\_\_\_

PREPARED BY AND WHEN  
RECORDED RETURN TO:

BRADFORD L. MAYNES (P68319)  
Attorney at Law  
LAW OFFICE OF PAUL E. BURNS  
133 West Grand River Avenue  
Brighton, Michigan 48116  
(810) 227-5000



**EASEMENT DESCRIPTION:**  
 A 10 FEET WIDE UTILITY EASEMENT, 5 FEET ON EITHER SIDE OF A CENTERLINE OF THE SANITARY SEWER AS IT IS SHOWN ON AND DEPICTED ON THIS EXHIBIT "A" AND AS IT IS ACTUALLY CONSTRUCTED.

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**TETRA TECH**  
 www.tetratech.com  
 1005 RIVER STREET, SUITE 1  
 PORT HURON, MICHIGAN 48160  
 TEL: 810-956-9260 FAX: 810-956-9281

NORTHFIELD TOWNSHIP  
 WHITMORE LAKE ROAD FORCEMAIN  
 PARCEL B-02-29-200-004  
 6410 WHITMORE LAKE ROAD  
 SECTION 29, NORTHFIELD TOWNSHIP

Project No.:	200-12748-14001
Date:	APRIL 28, 2014
Designed By:	
EXHIBIT	
"A"	

Copyright Tetra Tech

Bar Measures 1 inch

PERMANENT NON-EXCLUSIVE EASEMENT FOR PUBLIC/PRIVATE UTILITIES

This Permanent Non-Exclusive Easement for Public/Private Utilities ("Easement") is made this 12 day of Jan, <sup>2015</sup>~~2014~~, by and between **Bakhaus Properties, L.L.C.**, a **Michigan Limited Liability Company**, whose address is 6480 Whitmore Lake Road, Whitmore Lake, MI 48189 (hereinafter referred to as the "OWNER") and the **TOWNSHIP OF NORTHFIELD**, whose address is 8350 Main Street, Suite A, Whitmore Lake, Michigan 48189, a Michigan municipal corporation (hereinafter referred to as the "TOWNSHIP") who agree as hereinafter set forth:

**WHEREAS**, the TOWNSHIP proposes to install permanent public utilities and related improvements upon OWNER'S property in accordance with and as part of Whitmore Lake Road Sanitary Sewer Improvement Project;

**WHEREAS**, OWNER'S property is located within the proposed Whitmore Lake Road Sanitary Sewer Special Assessment District (SAD);

**WHEREAS**, in order to construct said improvements it is necessary for the TOWNSHIP and/or its agents, licensees and contractors to enter upon a portion of the lands owned by OWNER to complete the construction;

**WHEREAS**, OWNER is the holder of marketable title to the property legally described as follows:

Tax Identification # B-02-29-200-021

COUNTY OF WASHTENAW, STATE OF MICHIGAN, SEC 29, T.1S., R.6E.:

Land Located in the Township of Northfield, Washtenaw County, State of Michigan, described as:

Parcel 1: Commencing at the Northeast corner of Section 29, Town 1 South, Range 6 East; thence West in the North line of said Section 661.7 feet to the Northeast corner of the Northwest of the East of the Northeast of said Section for a place of beginning; thence Southerly deflecting 89 degrees 52 minutes 30 seconds to the left 166.5 feet; thence Westerly deflecting 89 degrees 51 minutes 30 seconds to the right 2, 594.65 feet to the centerline of Whitmore Lake Road (Old U.S. 23); thence Northerly along the centerline of Whitmore Lake Road in the arc of a circular curve, convex to the East, of radius 1,432.69 feet thru a central angle of 7 degrees 06 minutes to the intersection of said centerline with North line of said Section; thence East 2,654.12 feet to the North line of said

Section 29 to the place of beginning, being a part of the North of Section 29, Northfield Township, Washtenaw County, Michigan.

EXCEPT that part of subject land taken by Michigan State Highway as set forth in Determination of Necessity dated July 16, 1956 and recorded July 25, 1956 in Liber 751 of records, Page 300, and described as follows: All that part of a parcel of land described as: Beginning at a point which is Westerly along the North line of Section 29, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan, 661.7 feet from the Northeast corner of said Section 29; thence Southerly deflecting 89 degrees 52 minutes 30 seconds to the left 495.4 feet; thence Westerly deflecting 89 degrees 43 minutes 30 seconds to the right 2,539.13 feet to the centerline of Whitmore Lake Road (Old U.S. 23); thence Northerly along the said centerline to the North line of said Section 29; thence Easterly along the North line of said Section 29 to the place of beginning, which lies Easterly of a line 125 feet Westerly of (measured at right angles) and parallel to the survey line of Highway U.S. 23 relocation. Said Survey line of Highway U.S. 23 relocation is described as: Beginning at a point which is North 87 degrees 56 minutes 01 seconds East along the South line of said Section 29 a distance of 832.18 feet from the South corner of said Section 29; thence North 8 degrees 12 minutes 19 seconds West 3,095.95 feet to the place of curve of a 1 degree 0 minutes 0 seconds curve to the left; thence Northerly along the arc of said 1 degree 0 minutes 0 seconds curve 1,561.95 feet to the place of tangent of said curve; thence North 23 degrees 49 minutes 29 seconds West 740.26 feet to a point on the North line of said Section 29, which is North 88 degrees 02 minutes 48 seconds East 2,467.90 feet from the Northwest corner of said Section 29.

Parcel 2: Commencing at the Northeast corner of Section 29, Town 1 South, Range 6 East; thence West in the North line of said Section 661.7 feet to the Northeast corner of the Northwest of the East of the Northeast of said Section; thence Southerly deflecting 89 degrees 52 minutes 30 seconds to the left 166.5 feet for a place of beginning; thence continuing Southerly in the same course 164.45 feet; thence Westerly deflecting 89 degrees 48 minutes 00 seconds to the right 2,557.4 feet to the centerline of U.S. 23; thence Northerly along the centerline of U.S. 23 in the arc of a circular curve, convex to the East, a radius of 1,432.69 feet through a central angle of 6 degrees 51 minutes 00 seconds the chord subtending said arc being 171.31 feet in length and deflects 77 degrees 37 minutes 30 seconds from the preceding course; thence Easterly 2,594.65 feet to the place of beginning, being a part of the North of Section 29, Northfield Township, Washtenaw County, Michigan.

EXCEPT that part of subject land taken by Michigan State Highway as set forth in Determination of Necessity dated July 16, 1956 and recorded July 25, 1956 in Liber 751 of records, Page 300, Washtenaw County Records, and described as follows: All that part of a parcel of land described as: Beginning at a point which is Westerly along the North line of Section 29, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan, 661.7 feet from the Northeast corner of said Section 29; thence Southerly deflecting 89 degrees 52 minutes 30 seconds to the left 495.4 feet; thence Westerly deflecting 89 degrees 43 minutes 30 seconds to the right 2,539.13 feet to the centerline of Whitmore Lake Road (Old U.S. 23); thence Northerly along the said centerline to the North line of said Section 29; thence Easterly along the North line of said Section 29 to the place of beginning, which lies Easterly of a line 125 feet Westerly of (measured at right angles) and parallel to the survey line of Highway U.S. 23 relocation. Said Survey line of Highway U.S. 23 relocation is described as: Beginning at a point which is North 87 degrees 56 minutes 01 seconds East along the South line of said Section 29, a distance of 832.18 feet from the South corner of said Section 29; thence North 8 degrees 12 minutes 19 seconds West 3,095.95 feet to the place of curve of a 1 degree 0 minutes 0 seconds curve to the left; thence Northerly along the arc of said 1 degree 0 minutes 0 seconds curve 1,561.95 feet to the place of tangent of said curve; thence North 23 degrees 49 minutes 29 seconds West 740.26 feet to a point on the North line of said Section 29, which is North 88 degrees 02 minutes 48 seconds East 2,467.90 feet from the Northwest corner of said Section 29.

ASSESSED AS: Commencing at Northeast Corner Section 29; thence West 661.7 feet in North Line of Section to a Point of Beginning; thence Deflecting 89 degrees 52 minutes 30 seconds Left 330.95 feet; thence Deflecting 89 degrees 51 minutes 00 seconds Right to Centerline of Highway, thence Northerly in center of Highway to a Point in North Line of Section; thence East to the Point of Beginning, Except that part lying Easterly of a line 125 feet Westerly of and parallel to Survey line of Highway US-23 Relocation, Part of Northwest 1/4 Section 29, Town 1 South Range 6 East.  
Commonly Known As: 6480 Whitmore Lake Rd., Whitmore Lake, MI 48189  
Tax Item No.: B-02-29-200-021

**WHEREAS**, OWNER has agreed to allow the TOWNSHIP and/or its agents, licensees and contractors, to enter a portion of OWNER'S property to construct and complete the public utility installation and related improvements; and

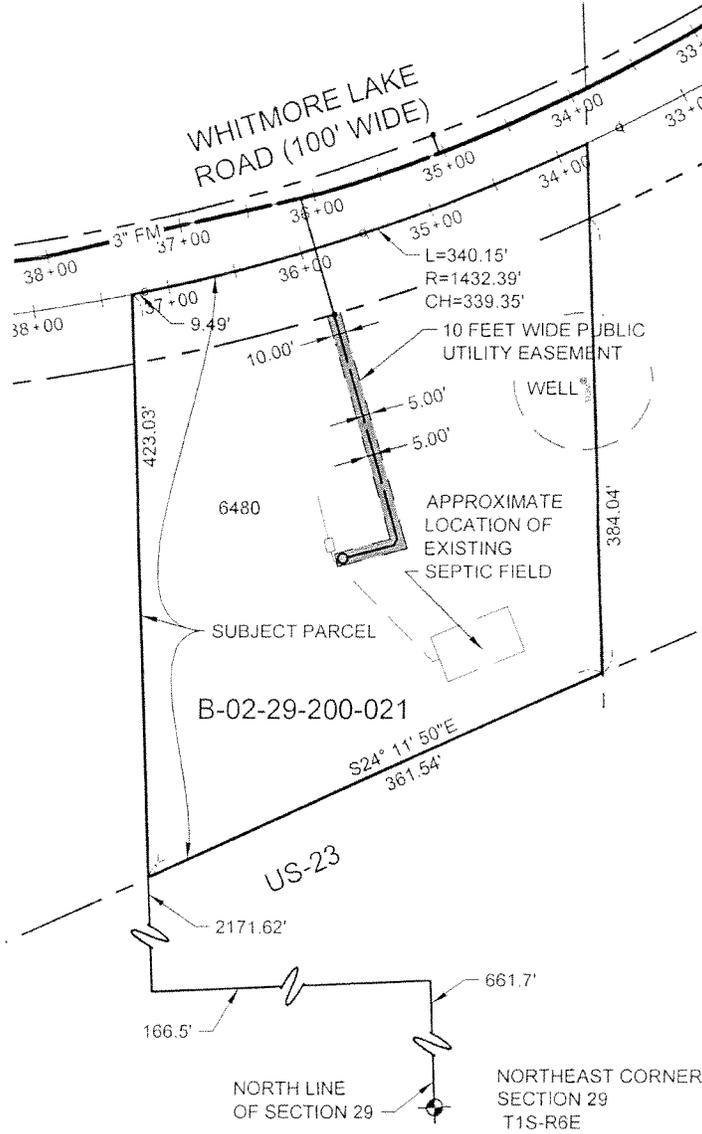
**WHEREAS**, the Easement is depicted and described in the attached Exhibit A drawing as prepared by Tetra Tech, Project No. 200-12748-14001, dated April 28, 2014;

**NOW THEREFORE**, for the consideration of One Dollar (\$1.00), it is agreed as follows:

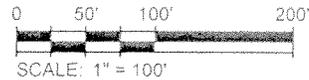
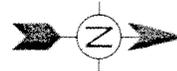
1. OWNER hereby grants and conveys to the TOWNSHIP a permanent, non-exclusive Easement for public utility purposes, including, but not limited to, the installation, maintenance, repair and replacing of sanitary sewer, storm sewer, water, gas, power and telecommunications cable facilities and appurtenances to all of these, as specifically depicted and described on Exhibit A attached, which improvements are to be constructed as part of the Whitmore Lake Road Sanitary Sewer Improvement Project.
2. The TOWNSHIP, its agents, employees, successors or assigns shall have the further right to enter upon sufficient land adjacent to the real estate which is the subject of the Easement for the purpose of installing, maintaining, repairing or replacing the public utilities and performing temporary grading.
3. The public utilities and appurtenances thereto located within the Easement will be owned by the TOWNSHIP.
4. The OWNER represents that it is the holder of marketable title to the real estate which is the subject of the Easement and has the authority to grant the Easement to the TOWNSHIP.
5. It is further acknowledged that the OWNER shall not construct any building or structure within the Easement as depicted and described on Exhibit A attached.



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**EASEMENT DESCRIPTION:**  
 A 10 FEET WIDE UTILITY EASEMENT, 5 FEET ON EITHER SIDE OF A CENTERLINE OF THE SANITARY SEWER AS IT IS SHOWN ON AND DEPICTED ON THIS EXHIBIT "A" AND AS IT IS ACTUALLY CONSTRUCTED.



**TETRA TECH**  
 www.tetra-tech.com  
 1205 RIVER STREET, SUITE 1  
 PORT HURON, MICHIGAN 48060  
 TEL: 810-956-9300 (FAX): 810-956-9281

NORTHFIELD TOWNSHIP  
 WHITMORE LAKE ROAD FORCEMAIN  
 PARCEL B-02-29-200-021  
 6480 WHITMORE LAKE ROAD  
 SECTION 29, NORTHFIELD TOWNSHIP

Project No.:	200-12748-14001
Date:	APRIL 28, 2014
Designed By:	
EXHIBIT "A"	

Copyright: Tetra Tech

**PERMANENT NON-EXCLUSIVE EASEMENT FOR PUBLIC/PRIVATE UTILITIES**

This Permanent Non-Exclusive Easement for Public/Private Utilities ("Easement") is made this 10 day of 28, 2014, by and between **Bradley R. Hamlin and Laura J. Hamlin, husband and wife and Edward S. Hamlin and Alison M. Hamlin, husband and wife**, whose address is 6542 Whitmore Lake Road, Whitmore Lake, Michigan 48189 (hereinafter referred to as the "OWNER") and the **TOWNSHIP OF NORTHFIELD**, whose address is 8350 Main Street, Suite A, Whitmore Lake, Michigan 48189, a Michigan municipal corporation (hereinafter referred to as the "TOWNSHIP") who agree as hereinafter set forth:

**WHEREAS**, the TOWNSHIP proposes to install permanent public utilities and related improvements upon OWNER'S property in accordance with and as part of Whitmore Lake Road Sanitary Sewer Improvement Project;

**WHEREAS**, OWNER'S property is located within the proposed Whitmore Lake Road Sanitary Sewer Special Assessment District (SAD);

**WHEREAS**, in order to construct said improvements it is necessary for the TOWNSHIP and/or its agents, licensees and contractors to enter upon a portion of the lands owned by OWNER to complete the construction;

**WHEREAS**, OWNER is the holder of marketable title to the property legally described as follows:

Tax Identification # B-02-20-300-024

COUNTY OF WASHTENAW, STATE OF MICHIGAN, SEC 20, T. 1S., R. 6E.:

The Township of Northfield, Washtenaw County, State of Michigan, described as follows:

All that part of the Southeast 1/4 of the Southwest 1/4 of Section 20, Town 1 South, Range 6 East, described as: Beginning at the point on the south line of said Section 20, distant North 88 degrees 02 minutes 48 seconds East 2,003.86 feet from the Southwest corner of said Section 20; thence Northwesterly along the Easterly Right of Way line of Whitmore Lake Road (100 feet wide), 357.78 feet on the arc of a curve concave to the Southwest, radius 1,482.39 feet, central angle 13 degrees 45 minutes 43 seconds, chord bearing North 30 degrees 38 minutes 04 seconds West 356.91 feet; thence North 50 degrees 49 minutes 50 seconds East 363.18 feet; thence South 23 degrees 34 minutes 19 seconds East (recorded South 23 degrees 41 minutes 59 seconds East), along the Westerly Right of Way line of US 23 Expressway (No access), 573.20 feet; thence South 88 degrees 02 minutes 48 seconds West along the South line of said Section 20, 329.29 feet to the point of beginning. Commonly Known As: 6542 Whitmore Lake Rd., Whitmore Lake, MI 48189 Tax Item No.: B-02-20-300-024

**WHEREAS**, OWNER has agreed to allow the TOWNSHIP and/or its agents, licensees and contractors, to enter a portion of OWNER'S property to construct and complete the public utility installation and related improvements; and

**WHEREAS**, the Easement is depicted and described in the attached Exhibit A drawing as prepared by Tetra Tech, Project No. 200-12748-14001, dated April 28, 2014;

**NOW THEREFORE**, for the consideration of One Dollar (\$1.00), it is agreed as follows:

1. OWNER hereby grants and conveys to the TOWNSHIP a permanent, non-exclusive Easement for public utility purposes, including, but not limited to, the installation, maintenance, repair and replacing of sanitary sewer, storm sewer, water, gas, power and telecommunications cable facilities and appurtenances to all of these, as specifically depicted and described on Exhibit A attached, which improvements are to be constructed as part of the Whitmore Lake Road Sanitary Sewer Improvement Project.

2. The TOWNSHIP, its agents, employees, successors or assigns shall have the further right to enter upon sufficient land adjacent to the real estate which is the subject of the Easement for the purpose of installing, maintaining, repairing or replacing the public utilities and performing temporary grading.

3. The public utilities and appurtenances thereto located within the Easement will be owned by the TOWNSHIP.

4. The OWNER represents that it is the holder of marketable title to the real estate which is the subject of the Easement and has the authority to grant the Easement to the TOWNSHIP.

5. It is further acknowledged that the OWNER shall not construct any building or structure within the Easement as depicted and described on Exhibit A attached.

6. The Easement shall run with the land and shall be binding on the OWNER, their tenants, heirs, successors or assigns.

7. This conveyance is exempt from any revenue tax by virtue of MCL 207.505, Section 5(a) and MCL 207.526, Section 6(a).

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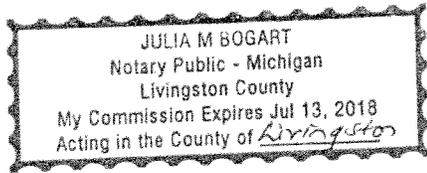
OWNER

Bradley R. Hamlin  
BY: Bradley R. Hamlin

Laura J. Hamlin  
BY: Laura J. Hamlin

STATE OF MI )  
 )SS  
COUNTY OF Livingston

On this 28 day of Oct, 2014, before me, a Notary Public, in and for said County and State, personally appeared Bradley R. Hamlin and Laura J. Hamlin and acknowledged said instrument to be their free act and deed.



Julia M Bogart, Notary Public  
County, Livingston  
Acting in Livingston County  
My Commission expires: 7-13-18

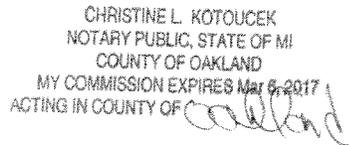
OWNER

Edward S. Hamlin  
BY: Edward S. Hamlin

Alison M. Hamlin  
BY: Alison M. Hamlin

STATE OF Michigan )  
 )SS  
COUNTY OF Oakland

On this 28 day of October, 2014, before me, a Notary Public, in and for said County and State, personally appeared Edward S. Hamlin and Alison M. Hamlin and acknowledged said instrument to be their free act and deed.



Christine L. Kotoucek, Notary Public  
County, Oakland  
Acting in Oakland County  
My Commission expires: 3-6-17

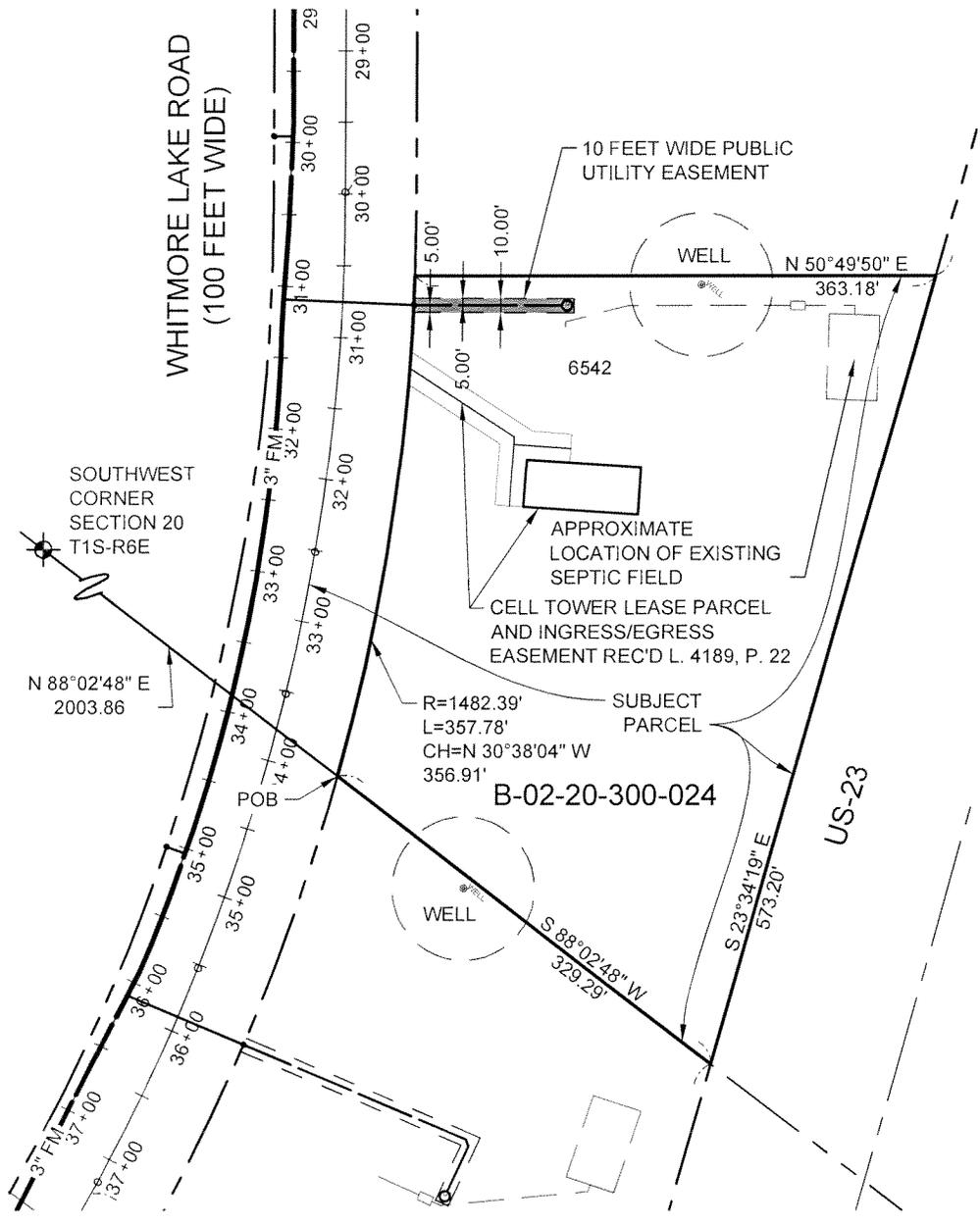
Tax Identification No. B-02-20-300-024

Recording fee: \_\_\_\_\_

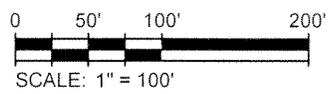
PREPARED BY AND WHEN  
RECORDED RETURN TO:

BRADFORD L. MAYNES (P68319)  
Attorney at Law  
LAW OFFICE OF PAUL E. BURNS  
133 West Grand River Avenue  
Brighton, Michigan 48116  
(810) 227-5000

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EASEMENT DESCRIPTION:  
 A 10 FEET WIDE UTILITY EASEMENT, 5 FEET ON EITHER SIDE OF A CENTERLINE OF THE SANITARY SEWER AS IT IS SHOWN ON AND DEPICTED ON THIS EXHIBIT "A" AND AS IT IS ACTUALLY CONSTRUCTED.



**TETRA TECH**  
 www.tetrattech.com  
 1005 RIVER STREET, SUITE 1  
 PORT HURON, MICHIGAN 48060  
 (TEL) 810-956-9300 (FAX) 810-956-9281

NORTHFIELD TOWNSHIP  
 WHITMORE LAKE ROAD FORCEMAIN  
 PARCEL B-02-20-300-024  
 6542 WHITMORE LAKE ROAD  
 SECTION 20, NORTHFIELD TOWNSHIP

Project No.:	200-12748-14001
Date:	APRIL 28, 2014
Designed By:	
EXHIBIT "A"	

Copyright: Tetra Tech

Bar Measures 1 inch

PERMANENT NON-EXCLUSIVE EASEMENT FOR PUBLIC/PRIVATE UTILITIES

This Permanent Non-Exclusive Easement for Public/Private Utilities ("Easement") is made this 15 day of Oct, 2014, by and between **ABA Muldoon, L.L.C.**, a Michigan Limited Liability Company, whose address is 6592 Whitmore Lake, Whitmore Lake, MI 48189 (hereinafter referred to as the "OWNER") and the **TOWNSHIP OF NORTHFIELD**, whose address is 8350 Main Street, Suite A, Whitmore Lake, Michigan 48189, a Michigan municipal corporation (hereinafter referred to as the "TOWNSHIP") who agree as hereinafter set forth:

**WHEREAS**, the TOWNSHIP proposes to install permanent public utilities and related improvements upon OWNER'S property in accordance with and as part of Whitmore Lake Road Sanitary Sewer Improvement Project;

**WHEREAS**, OWNER'S property is located within the proposed Whitmore Lake Road Sanitary Sewer Special Assessment District (SAD);

**WHEREAS**, in order to construct said improvements it is necessary for the TOWNSHIP and/or its agents, licensees and contractors to enter upon a portion of the lands owned by OWNER to complete the construction;

**WHEREAS**, OWNER is the holder of marketable title to the property legally described as follows:

Tax Identification # B 02-20-300-014

COUNTY OF WASHTENAW, STATE OF MICHIGAN, SEC 20, T.1S., R.6E.:

The Township of Northfield, Washtenaw County, State of Michigan, described as follows:

Commencing at the West 1/4 corner of Section 20, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan; thence North 87 degrees 57 minutes 43 seconds East 24.65 feet along the East-West 1/4 line of said Section; thence South 39 degrees 19 minutes 22 seconds East 2,269.44 feet along the Northeast line of Whitmore Lake Road, 100 feet wide, for a place of beginning; thence North 50 degrees 40 minutes 38 seconds East 549.92 feet; thence South 23 degrees 41 minutes 59 seconds East 155.75 feet along the Southwest line of Highway US-23; thence South 50 degrees 40 minutes 38 seconds West 507.97 feet; thence North 39 degrees 19 minutes 22 seconds West 150.00 feet along the Northeast line of Whitmore Lake Road for a place of ending, being a part of the Southwest 1/4 of Section 20.

Commonly Known As: 6592 Whitmore Lake Rd., Whitmore Lake, MI 48189  
Tax Item No.: B 02-20-300-014

**WHEREAS**, OWNER has agreed to allow the TOWNSHIP and/or its agents, licensees and contractors, to enter a portion of OWNER'S property to construct and complete the public utility installation and related improvements; and

**WHEREAS**, the Easement is depicted and described in the attached Exhibit A drawing as prepared by Tetra Tech, Project No. 200-12748-14001, dated April 28, 2014;

**NOW THEREFORE**, for the consideration of One Dollar (\$1.00), it is agreed as follows:

1. OWNER hereby grants and conveys to the TOWNSHIP a permanent, non-exclusive Easement for public utility purposes, including, but not limited to, the installation, maintenance, repair and replacing of sanitary sewer, storm sewer, water, gas, power and telecommunications cable facilities and appurtenances to all of these, as specifically depicted and described on Exhibit A attached, which improvements are to be constructed as part of the Whitmore Lake Road Sanitary Sewer Improvement Project.
2. The TOWNSHIP, its agents, employees, successors or assigns shall have the further right to enter upon sufficient land adjacent to the real estate which is the subject of the Easement for the purpose of installing, maintaining, repairing or replacing the public utilities and performing temporary grading.
3. The public utilities and appurtenances thereto located within the Easement will be owned by the TOWNSHIP.
4. The OWNER represents that it is the holder of marketable title to the real estate which is the subject of the Easement and has the authority to grant the Easement to the TOWNSHIP.
5. It is further acknowledged that the OWNER shall not construct any building or structure within the Easement as depicted and described on Exhibit A attached.
6. The Easement shall run with the land and shall be binding on the OWNER, their tenants, heirs, successors or assigns.
7. This conveyance is exempt from any revenue tax by virtue of MCL 207.505, Section 5(a) and MCL 207.526, Section 6(a).

OWNER

BY: Michael W. Muldoon  
ITS: owner

STATE OF Michigan )SS  
COUNTY OF Washtenaw

On this 15<sup>th</sup> day of October, 2014, before me, a Notary Public, in and for said County and State, personally appeared Michael W. Muldoon on behalf of ABA Muldoon, L.L.C. and acknowledged said instrument to be their free act and deed.

MARY E. KENDALL  
Notary Public, State of Michigan  
County of Washtenaw  
My Commission Expires Jun., 11, 2018  
Acting in the County of Washtenaw

Mary E. Kendall  
Mary Kendall, Notary Public  
Washtenaw County, Michigan  
Acting in Washtenaw County  
My Commission expires: June 11, 2018

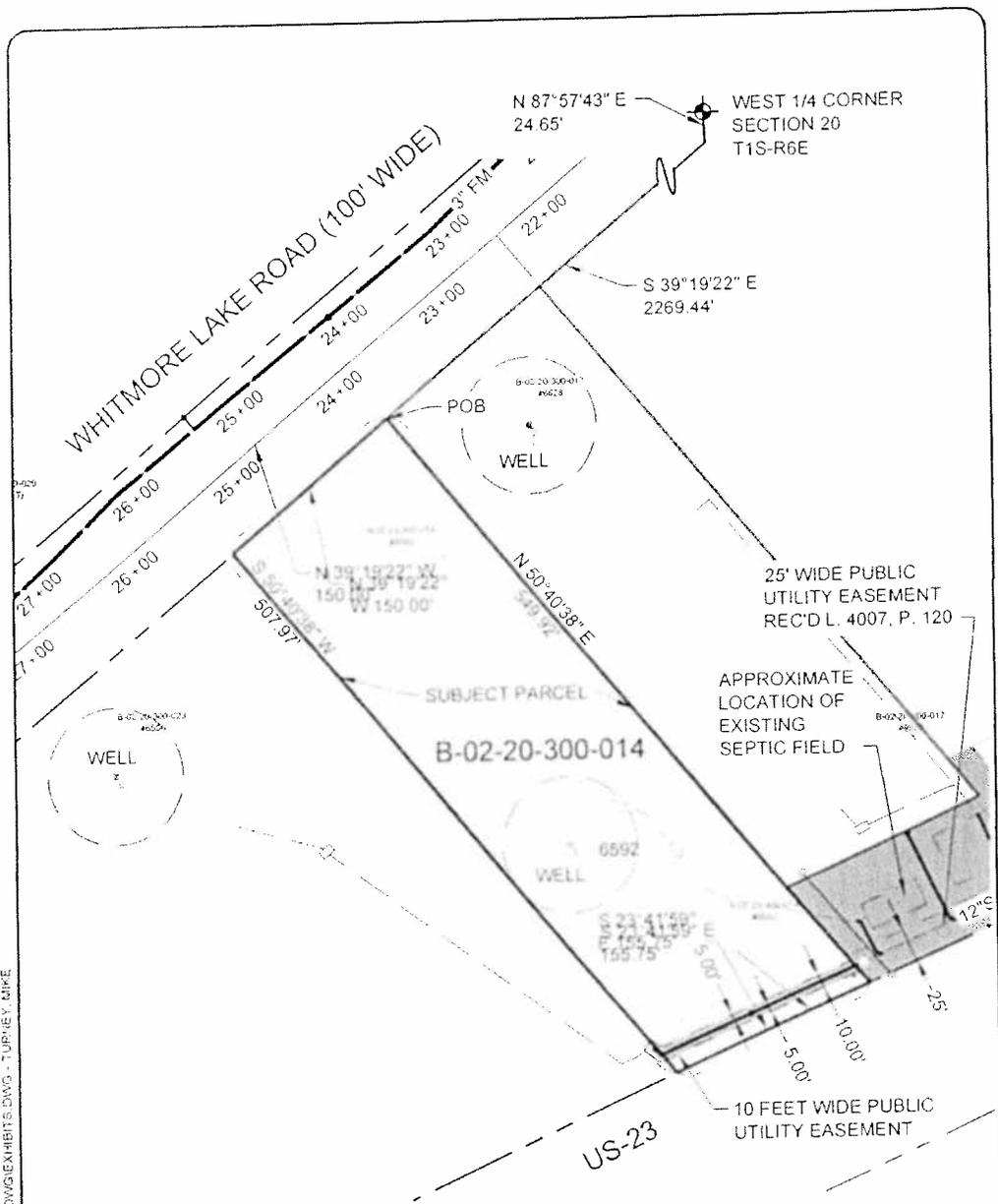
Tax Identification No. B 02-20-300-014

Recording fee: \_\_\_\_\_

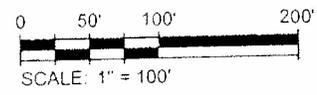
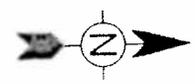
PREPARED BY AND WHEN  
RECORDED RETURN TO:

BRADFORD L. MAYNES (P68319)  
Attorney at Law  
LAW OFFICE OF PAUL E. BURNS  
133 West Grand River Avenue  
Brighton, Michigan 48116  
(810) 227-5000

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**EASEMENT DESCRIPTION:**  
 A 10 FEET WIDE UTILITY EASEMENT, 5 FEET ON EITHER SIDE OF A CENTERLINE OF THE SANITARY SEWER AS IT IS SHOWN ON AND DEPICTED ON THIS EXHIBIT "A" AND AS IT IS ACTUALLY CONSTRUCTED.



 <b>TETRA TECH</b> <small>www.tetra-tech.com</small> <small>200 W. WALKER STREET, SUITE 100</small> <small>ANN ARBOR, MI 48106-2214</small> <small>TEL: 734.994.4000 FAX: 734.994.0001</small>	NORTHFIELD TOWNSHIP WHITMORE LAKE ROAD FORCEMAIN	Project No. 200-12746-14001 Date APRIL 28, 2014 Designed By
	PARCEL B-02-20-300-014 6592 WHITMORE LAKE ROAD SECTION 20, NORTHFIELD TOWNSHIP	EXHIBIT <b>"A"</b>

**PERMANENT NON-EXCLUSIVE EASEMENT FOR PUBLIC/PRIVATE UTILITIES**

This Permanent Non-Exclusive Easement for Public/Private Utilities ("Easement") is made this 3<sup>rd</sup> day of April, <sup>2015</sup>~~2014~~, by and between **Ferdinando Ulisse A/K/A Ferdinando Ulisse and Julie Ulisse, A/K/A Julie A. Ulisse**, whose address is 6628 Whitmore Lake Road, Whitmore Lake, MI 48189 (hereinafter referred to as the "OWNER") and the **TOWNSHIP OF NORTHFIELD**, whose address is 8350 Main Street, Suite A, Whitmore Lake, Michigan 48189, a Michigan municipal corporation (hereinafter referred to as the "TOWNSHIP") who agree as hereinafter set forth:

**WHEREAS**, the TOWNSHIP proposes to install permanent public utilities and related improvements upon OWNER'S property in accordance with and as part of Whitmore Lake Road Sanitary Sewer Improvement Project;

**WHEREAS**, OWNER'S property is located within the proposed Whitmore Lake Road Sanitary Sewer Special assessment District (SAD);

**WHEREAS**, in order to construct said improvements it is necessary for the TOWNSHIP and/or its agents, licensees and contractors to enter upon a portion of the lands owned by OWNER to complete the construction;

**WHEREAS**, OWNER is the holder of marketable title to the property legally described as follows:

Tax Identification # B 02-20-300-017  
COUNTY OF WASHTENAW, STATE OF MICHIGAN, SEC 29, T.1S., R.6E.:

The Township of Northfield, Washtenaw County, State of Michigan, described as follows:

Commencing at the West 1/4 corner of Section 20, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan; thence North 87 degrees 57 minutes 43 seconds East 24.65 feet, along the East-West 1/4 line of said Section; thence South 39 degrees 19 minutes 22 seconds East 2,119.44 feet along the Northeast line of Whitmore Lake Road (100 feet wide) for a place of beginning; thence North 50 degrees 40 minutes 38 seconds East 498.41 feet; thence South 23 degrees 41 minutes 59 seconds East 155.75 feet; thence South 50 degrees 40 minutes 38 seconds West 456.47 feet; thence North 39 degrees 19 minutes 22 seconds West 150.00 feet along the Northeast line of Whitmore lake Road to the place of beginning.

Together with a 90 foot wide easement for septic fields and sanitary sewer lines, and sign location to be used in common with others, described as follows: Commencing at the West 1/4 corner of Section 20, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan, thence North 87 degrees 57 minutes 43 seconds East 24.65 feet along the East-West 1/4 line of said section; thence South 39 degrees 19 minutes 22 seconds East 2,119.44 feet along the Northeast line of Whitmore Lake Road (100 feet wide); thence North 50 degrees 40 minutes 38 seconds East 498.41 feet for a place of beginning; thence continuing North 50 degrees 40 minutes 38 seconds East 93.45 feet; thence South 23 degrees 41 minutes 59 seconds East 155.75 feet along the Southwest line of U.S. 23; thence South 50 degrees 40 minutes 38 seconds West 93.45 feet; thence North 23 degrees 41 minutes 59 seconds West 155.75 feet to the place of beginning.

Commonly Known As: 6628 Whitmore Lake Rd., Whitmore Lake, MI 48189  
Tax Item No.: B 02-20-300-017

**WHEREAS**, OWNER has agreed to allow the TOWNSHIP and/or its agents, licensees and contractors, to enter a portion of OWNER'S property to construct and complete the public utility installation and related improvements; and

**WHEREAS**, the Easement is depicted and described in the attached Exhibit A drawing as prepared by Tetra Tech, Project No. 200-12748-14001, dated November 11, 2014;

**NOW THEREFORE**, for the consideration of One Dollar (\$1.00), it is agreed as follows:

1. OWNER hereby grants and conveys to the TOWNSHIP a permanent, non-exclusive Easement for public utility purposes as specifically depicted and described on Exhibit A attached, which improvements are to be constructed as part of the Whitmore Lake Road Sanitary Sewer Improvement Project, including, but not limited to, the following rights:

- a. to install, maintain, repair and replace sanitary sewer, storm sewer, water, gas, power and telecommunications cable facilities and appurtenances to all of these;
- b. To cut, trim, remove or otherwise control all trees, branches, bushes, brush, undergrowth, crops or other growth or vegetation located or growing on the easement property; and
- c. To have the OWNER keep the Easement premises clear of structures, equipment, undergrowth, or any other materials that would interfere with the TOWNSHIP's access to its utility facilities.

2. OWNER hereby grants and conveys to the TOWNSHIP a permanent, non-exclusive Easement for ingress and egress as specifically depicted and described on Exhibit A attached, for purposes of access to the premises described in paragraph 1, above.

3. OWNER hereby grants and conveys to the TOWNSHIP a temporary Easement for access to areas bordering the Easement premises described in paragraph 1, above, for purposes of establishing a record of conditions prior to construction through methods including, but not limited to, video recording and photographic stills. This temporary easement shall terminate at the conclusion of the construction of the Whitmore Lake Road Sanitary Sewer Improvement Project.

4. The TOWNSHIP, its agents, employees, successors or assigns shall have the further right to enter upon sufficient land adjacent to the real estate which is the subject of the Easement for the purpose of installing, maintaining, repairing or replacing the public utilities and performing temporary grading.

5. The public utilities and appurtenances thereto located within the Easement will be owned by the TOWNSHIP.

6. The OWNER acknowledges that the TOWNSHIP, by accepting the easements set forth herein, has no obligation to make any improvements other than those which presently exist in, over or upon the real estate which is the subject of the easements or any other real estate. In the event that the project is constructed, at the sole discretion of the Township, the TOWNSHIP shall, at the TOWNSHIP's expense:

- a. Install service laterals from the Creative Cars building, located in the southwestern corner of the parcel, to the sanitary system within the Easement depicted on Exhibit A;
  - b. Remove the existing service lateral and septic tank for the Creative Cars building, located in the southwestern corner of the parcel;
  - c. Connect the Diversified Docks building, located in the northeast corner of the parcel to the sanitary system within the Easement set forth Exhibit A, utilizing the existing service lateral depicted on Exhibit A; and
  - d. Abandon the shared, existing drain field for both the Creative Cars and Diversified Docks buildings in place in accordance with the requirements of the Washtenaw County Department of Environmental Health.
7. OWNER, in the event that the project is constructed, shall abandon the existing septic tank servicing the Diversified Docks Building in place in accordance with the requirements of the Washtenaw County Department of Environmental Health.

8. The OWNER represents that it is the holder of marketable title to the real estate which is the subject of the Easement and has the authority to grant the Easement to the TOWNSHIP.

9. It is further acknowledged that the OWNER shall not construct any building or structure within the Easement as depicted and described on Exhibit A attached.

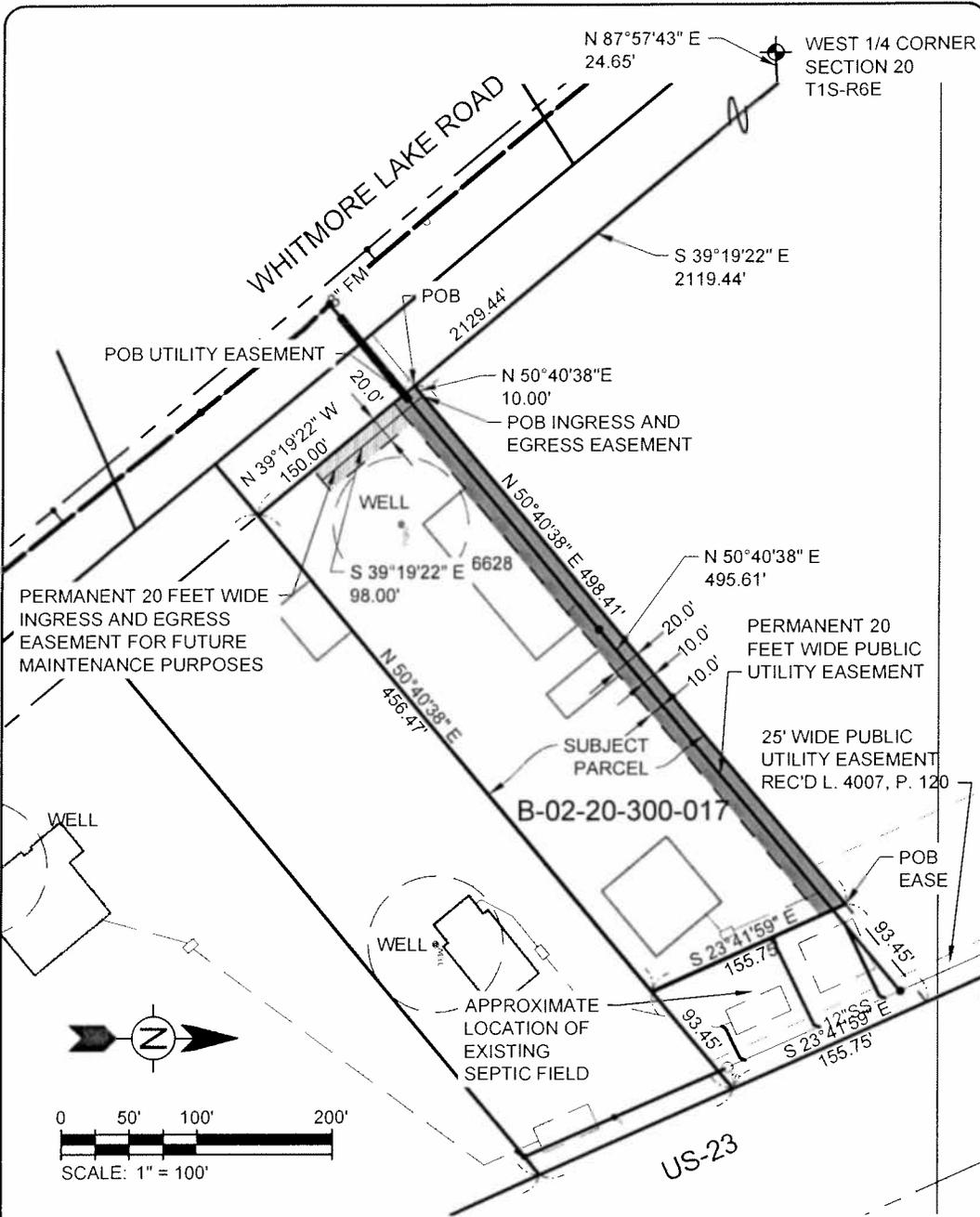
10. The Easement shall run with the land and shall be binding on the OWNER, their tenants, heirs, successors or assigns.

11. This conveyance is exempt from any revenue tax by virtue of MCL 207.505, Section 5(a) and MCL 207.526, Section 6(a).

(Remainder of the page intentionally left blank)







**PERMANENT UTILITY EASEMENT DESCRIPTION:**

A 20 FEET WIDE UTILITY EASEMENT BEING 10 FEET ON EITHER SIDE OF A CENTERLINE WHEN SAID CENTERLINE IS DESCRIBED AS: BEGINNING AT A POINT ON THE SOUTHWEST LINE OF THE DESCRIBED SUBJECT PARCEL (NORTHEAST LINE WHITMORE LAKE ROAD) DISTANT S.39°19'22" E. 10.00 FEET FROM ITS NORTHWEST MOST CORNER; THENCE N.50°40'38" E. 495.61 FEET PARALLEL WITH ITS NORTHEAST LINE TO THE POINT OF ENDING OF THIS DESCRIBED CENTERLINE AND IS SHOWN ON AND DEPICTED ON THIS EXHIBIT "A".

**PERMANENT INGRESS/EGRESS EASEMENT DESCRIPTION:**

A 20' WIDE INGRESS AND EGRESS EASEMENT, BEING 10 FEET ON EITHER SIDE OF A CENTERLINE WHEN SAID CENTERLINE IS DESCRIBED AS: BEGINNING AT A POINT ON THE NORTHWEST LINE OF THE DESCRIBED SUBJECT PARCEL, DISTANT N.50°40'38" E. 10.00 FEET FROM ITS NORTHWEST MOST CORNER; THENCE S.39°19'22" E. 98.00 FEET PARALLEL WITH WHITMORE LAKE ROAD TO THE POINT OF ENDING OF THIS DESCRIBED CENTERLINE AND IS SHOWN ON AND DEPICTED ON THIS EXHIBIT "A".

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**TETRA TECH**  
 www.tetrattech.com  
 1005 RIVER STREET SUITE 1  
 PORT HURON MICHIGAN 48060  
 (TEL) 810-956-9300 (FAX) 810-956-9261

NORTHFIELD TOWNSHIP  
 WHITMORE LAKE ROAD FORCEMAIN  
 PARCEL B-02-20-300-017  
 6628 WHITMORE LAKE ROAD  
 SECTION 20, NORTHFIELD TOWNSHIP

Project No.: 200-12748-14001
Date: DECEMBER 19, 2014
Designed By
EXHIBIT "A"

Copyright: Tetra Tech

Bar Measures 1 inch

**PERMANENT NON-EXCLUSIVE EASEMENT FOR PUBLIC/PRIVATE UTILITIES**

This Permanent Non-Exclusive Easement for Public/Private Utilities ("Easement") is made this 23 day of Dec, 2014, by and between **Whitmore Lake Climate Controlled Storage, L.L.C., a Michigan Limited Liability Company**, whose address is 6684 Whitmore Lake Road, Whitmore Lake, MI 48189 (hereinafter referred to as the "OWNER") and the **TOWNSHIP OF NORTHFIELD**, whose address is 8350 Main Street, Suite A, Whitmore Lake, Michigan 48189, a Michigan municipal corporation (hereinafter referred to as the "TOWNSHIP") who agree as hereinafter set forth:

**WHEREAS**, the TOWNSHIP proposes to install permanent public utilities and related improvements upon OWNER'S property in accordance with and as part of Whitmore Lake Road Sanitary Sewer Improvement Project;

**WHEREAS**, OWNER'S property is located within the proposed Whitmore Lake Road Sanitary Sewer Special Assessment District (SAD);

**WHEREAS**, in order to construct said improvements it is necessary for the TOWNSHIP and/or its agents, licensees and contractors to enter upon a portion of the lands owned by OWNER to complete the construction;

**WHEREAS**, OWNER is the holder of marketable title to the property legally described as follows:

Tax Identification # B 02-20-300-018

COUNTY OF WASHTENAW, STATE OF MICHIGAN, SEC 20, T.1S.,R.6E.:

Land Located in the Township of Northfield, Washtenaw County, State of Michigan, described as:

Commencing at the West 1/4 corner Section 20, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan; thence along the East-West 1/4 line of said Section North 87 degrees 57 minutes 43 seconds East 24.65 feet; thence along the Northeast line of Whitmore Lake Road South 39 degrees 19 minutes 22 seconds East 1,499.84 feet for a place of beginning; thence North 50 degrees 40 minutes 39 seconds East 333.94 feet; thence North 39 degrees 59 minutes 04 seconds West 207.87 feet; thence South 85 degrees 06 minutes 13 seconds East 539.33 feet; thence along the West line of U.S. 23 South 23 degrees 41 minutes 59 seconds East 624.39 feet; thence South 50 degrees 40 minutes 38 seconds West 93.45 feet; thence North 23 degrees 41 minutes 59 seconds West 155.75 feet; thence South 50 degrees 40 minutes 38 seconds West 498.41 feet; thence along the Northeast line of Whitmore

Lake Road North 39 degrees 19 minutes 22 seconds West 619.60 feet to the place of beginning, being a part of the Southwest 1/4 of said Section 20. Subject to and including an easement for septic fields and sanitary sewer lines for use in common with others described as follows:

Commencing at the West 1/4 corner of Section 20, Town 1 South, Range 6 East, Northfield Township, Washtenaw County, Michigan; thence along the East West 1/4 line of said section North 87 degrees 57 minutes 43 seconds East 24.65 feet; thence along the Northeast line of Whitmore Lake Road South 39 degrees 19 minutes 22 seconds East 2,269.44 feet; thence North 50 degrees 40 minutes 38 seconds East 456.47 feet for a place of beginning; thence North 23 degrees 41 minutes 59 seconds West 155.75 feet; thence South 50 degrees 40 minutes 38 seconds West 36.35 feet; thence North 23 degrees 41 minutes 59 seconds West 571.73 feet; thence South 85 degrees 06 minutes 13 seconds East 142.36 feet; thence along the West line of U.S. 23 South 23 degrees 41 minutes 59 seconds East 624.39 feet; thence South 50 degrees 40 minutes 38 seconds West 93.45 feet to the place of beginning, being a part of the Southwest 1/4 of said section.

ASSESSED AS: COM AT W 1/4 COR SEC 20, TH N 87-57-43 E 24.65 FT, TH S 39-19-22 E 2119.44 FT ON NE LN WHITMORE LK RD, TH N 50-40-38 E 498.41 FT, TH S 23-41-59 E 155.75 FT, TH N 50-40-38 E 93.45 FT TO POB; TH S 50-40-38 W 93.45 FT; TH N 23-41-59 W 155.75 FT, TH S 50-40-38 W 498.41 FT, TH N 39-19-22 W 619.6 FT ON NE LN WHITMORE LK RD, TH N 50-40-39 E 333.94 FT, TH N 39-59-04 W 207.87 FT, TH S 85-06-10 E 539.33 FT, TH S 23-41-59 E TO POB PART SW 1/4 SEC 20 T1S R6E

Commonly Known As: 6684 Whitmore Lake Rd., Whitmore Lake, MI 48189  
Tax Item No.: B 02-20-300-018

**WHEREAS**, OWNER has agreed to allow the TOWNSHIP and/or its agents, licensees and contractors, to enter a portion of OWNER'S property to construct and complete the public utility installation and related improvements; and

**WHEREAS**, the Easement is depicted and described in the attached Exhibit A drawing as prepared by Tetra Tech, Project No. 200-12748-14001, dated April 28, 2014;

**NOW THEREFORE**, for the consideration of One Dollar (\$1.00), it is agreed as follows:

1. OWNER hereby grants and conveys to the TOWNSHIP a permanent, non-exclusive Easement for public utility purposes, including, but not limited to, the installation, maintenance, repair and replacing of sanitary sewer, storm sewer, water, gas, power and telecommunications cable facilities and appurtenances to all of these, as specifically depicted and described on Exhibit A attached, which improvements are to be constructed as part of the Whitmore Lake Road Sanitary Sewer Improvement Project.

2. The TOWNSHIP, its agents, employees, successors or assigns shall have the further right to enter upon sufficient land adjacent to the real estate which is the subject of the Easement for the purpose of installing, maintaining, repairing or replacing the public utilities and performing temporary grading.

3. The public utilities and appurtenances thereto located within the Easement will be owned by the TOWNSHIP.

4. The OWNER represents that it is the holder of marketable title to the real estate which is the subject of the Easement and has the authority to grant the Easement to the TOWNSHIP.

5. It is further acknowledged that the OWNER shall not construct any building or structure within the Easement as depicted and described on Exhibit A attached.

6. The Easement shall run with the land and shall be binding on the OWNER, their tenants, heirs, successors or assigns.

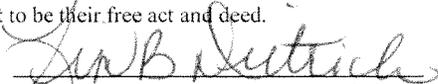
7. This conveyance is exempt from any revenue tax by virtue of MCL 207.505, Section 5(a) and MCL 207.526, Section 6(a).

OWNER

BY:   
ITS: Member

STATE OF Michigan )  
  )SS  
COUNTY OF Washtenaw)

On this 23 day of Dec, 2014, before me, a Notary Public, in and for said County and State, personally appeared George Kelsey on behalf of Whitmore Lake Climate Controlled Storage, L.L.C., and acknowledged said instrument to be their free act and deed.

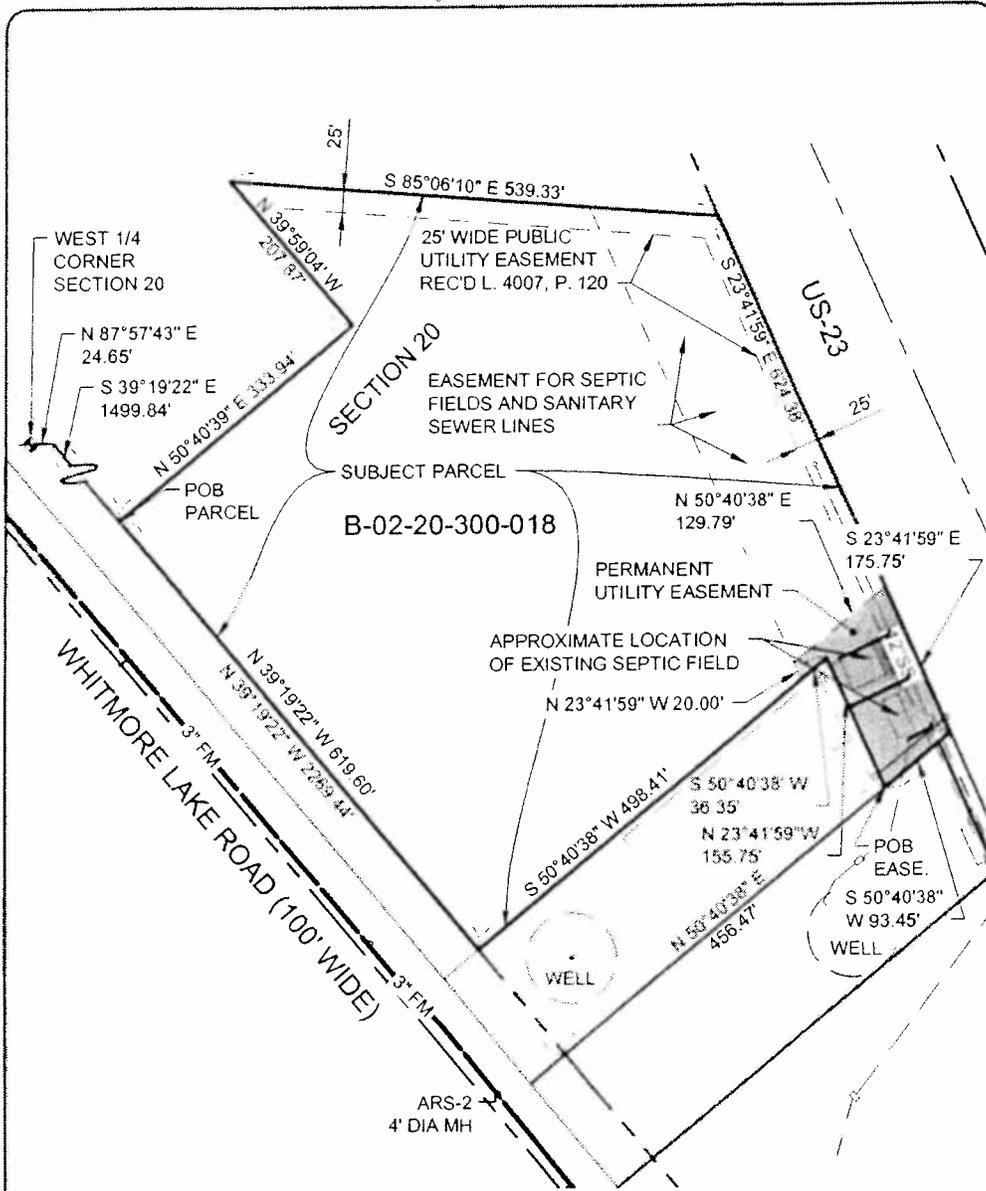
  
Lisa B. Dietrich, Notary Public  
Jackson County, Michigan  
Acting in Washtenaw County  
My Commission expires: 09/10/2017

Tax Identification No. B 02-20-300-018

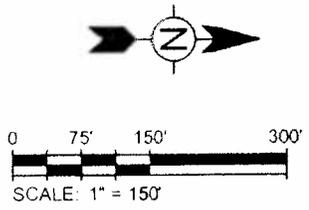
Recording fee: \_\_\_\_\_

PREPARED BY AND WHEN  
RECORDED RETURN TO:

BRADFORD L. MAYNES (P68319)  
Attorney at Law  
LAW OFFICE OF PAUL E. BURNS  
133 West Grand River Avenue  
Brighton, Michigan 48116  
(810) 227-5000



**PERMANENT UTILITY EASEMENT:**  
 A PERMANENT EASEMENT FOR SANITARY SEWERS AND SEPTIC FIELDS, THEIR CONSTRUCTION, RECONSTRUCTION AND MAINTENANCE THEREOF, SAID EASEMENT PARTICULARLY DESCRIBED AS: COMMENCING AT THE WEST 1/4 CORNER OF SECTION 20, TOWN 1 SOUTH, RANGE 6 EAST, NORTHFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE ALONG THE EAST WEST 1/4 LINE OF SAID SECTION N 87°57'43" E 24.65'; THENCE ALONG THE NORTHEAST LINE OF WHITMORE LAKE ROAD S 39°19'22" E 2269.44'; THENCE N 50°40'38" E 456.47' FOR A PLACE OF BEGINNING; THENCE N 23°41' 59" W 155.75'; THENCE S 50°40'38" W 36.35'; THENCE N 23°41'59" W 20.00'; THENCE N 50°40'38" E 129.79'; THENCE ALONG THE WEST LINE OF US 23 S 23°41'59" E 175.75'; THENCE S 50°40'38" W 93.45' TO THE PLACE OF BEGINNING, BEING PART OF THE SOUTHWEST 1/4 OF SAID SECTION.



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<p><b>TETRA TECH</b></p> <p>www.tetrattech.com</p> <p>1005 RIVER STREET, SUITE 1        PORT HURON, MICHIGAN 48009        TEL: 810-956-9300, FAX: 810-956-9281</p>	<p>NORTHFIELD TOWNSHIP</p> <p>WHITMORE LAKE ROAD FORCEMAIN</p> <p>PARCEL B-02-20-300-018</p> <p>6684 WHITMORE LAKE ROAD</p> <p>SECTION 20, NORTHFIELD TOWNSHIP</p>	<p>Project No.: 200-12748-14001</p> <p>Date: APRIL 28, 2014</p> <p>Designed By:</p>
	<p>EXHIBIT</p> <p><b>"A"</b></p>	

Copyright: Tetra Tech

Bar Measures 1 inch

**PERMANENT NON-EXCLUSIVE EASEMENT FOR PUBLIC/PRIVATE UTILITIES**

This Permanent Non-Exclusive Easement for Public/Private Utilities ("Easement") is made this 18 day of July, 2015, by and between **Steven G. Winkler and Carolyn J.E. Winkler, husband and wife**, whose address is 6289 Whitmore Lake Road, Whitmore Lake, Michigan 48189 (hereinafter referred to as the "OWNER") and the **TOWNSHIP OF NORTHFIELD**, whose address is 8350 Main Street, Suite A, Whitmore Lake, Michigan 48189, a Michigan municipal corporation (hereinafter referred to as the "TOWNSHIP") who agree as hereinafter set forth:

**WHEREAS**, the TOWNSHIP proposes to install permanent public utilities and related improvements upon OWNER'S property in accordance with and as part of Whitmore Lake Road Sanitary Sewer Improvement Project;

**WHEREAS**, OWNER'S property is located within the proposed Whitmore Lake Road Sanitary Sewer Special assessment District (SAD);

**WHEREAS**, in order to construct said improvements it is necessary for the TOWNSHIP and/or its agents, licensees and contractors to enter upon a portion of the lands owned by OWNER to complete the construction;

**WHEREAS**, OWNER is the holder of marketable title to the property legally described as follows:

Tax Identification # B 02-29-200-018  
COUNTY OF WASHTENAW, STATE OF MICHIGAN, SEC 29, T. 1S., R. 6E.:

The Township of Northfield, Washtenaw County, State of Michigan, described as follows:

All that piece or parcel of property in the Northwest 1/4 of Section 29, Town 1 South, Range 6 East, which is described as follows: Beginning at a point which is distant from the center of said Section 29, North 24 degrees 00 minutes 00 seconds West 1,114.89 feet and North 06 degrees 59 minutes 15 seconds West 195.92 feet to the point of beginning and traversing thence South 89 degrees 14 minutes 15 seconds West 550.00 feet; thence West 06 degrees 59 minutes 16 seconds West 110.69 feet; thence North 89 degrees 14 minutes 15 seconds East 550 feet; thence South 06 degrees 59 minutes 15 seconds 110.69 feet (this, the closing course of the descriptions the chord of a curve of indeterminate radius in the Whitmore Lake Road) to the point of beginning.

Commonly Known As: 6289 Whitmore Lake Rd., Whitmore Lake, MI 48189  
Tax Item No.: B 02-29-200-018

**WHEREAS**, OWNER has agreed to allow the TOWNSHIP and/or its agents, licensees and contractors, to enter a portion of OWNER'S property to construct and complete the public utility installation and related improvements; and

**WHEREAS**, the Easement is depicted and described in the attached Exhibit A drawing as prepared by Tetra Tech, Project No. 200-12748-14001, dated April 28, 2014;

**NOW THEREFORE**, for the consideration of One Dollar (\$1.00), it is agreed as follows:

1. OWNER hereby grants and conveys to the TOWNSHIP a permanent, non-exclusive Easement for public utility purposes, including, but not limited to, the installation, maintenance, repair and replacing of sanitary sewer, storm sewer, water, gas, power and telecommunications cable facilities and appurtenances to all of these, as specifically depicted and described on Exhibit A attached, which improvements are to be constructed as part of the Whitmore Lake Road Sanitary Sewer Improvement Project.

2. The TOWNSHIP, its agents, employees, successors or assigns shall have the further right to enter upon sufficient land adjacent to the real estate which is the subject of the Easement for the purpose of installing, maintaining, repairing or replacing the public utilities and performing temporary grading.

3. The public utilities and appurtenances thereto located within the Easement will be owned by the TOWNSHIP.

4. The OWNER represents that it is the holder of marketable title to the real estate which is the subject of the Easement and has the authority to grant the Easement to the TOWNSHIP.

5. It is further acknowledged that the OWNER shall not construct any building or structure within the Easement as depicted and described on Exhibit A attached.

6. The Easement shall run with the land and shall be binding on the OWNER, their tenants, heirs, successors or assigns.

7. This conveyance is exempt from any revenue tax by virtue of MCL 207.505, Section 5(a) and MCL 207.526, Section 6(a).

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OWNER

Steven G Winkler  
BY: Steven G. Winkler

Carolyn J. E. Winkler  
BY: Carolyn J. E. Winkler

STATE OF Michigan,  
COUNTY OF Washtenaw <sup>SS</sup>

On this 18 day of July, 2015, before me, a Notary Public, in and for said County and State, personally appeared Steven G. Winkler and Carolyn J. E. Winkler, and acknowledged said instrument to be their free act and deed.

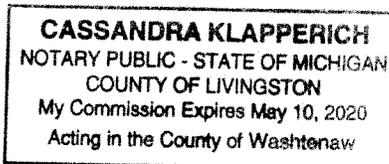
Cassandra Klapperich  
Notary Public  
Michigan State, Livingston County,  
Acting in Washtenaw County  
My Commission expires: 5-10-2020

Tax Identification No. B 02-29-200-018

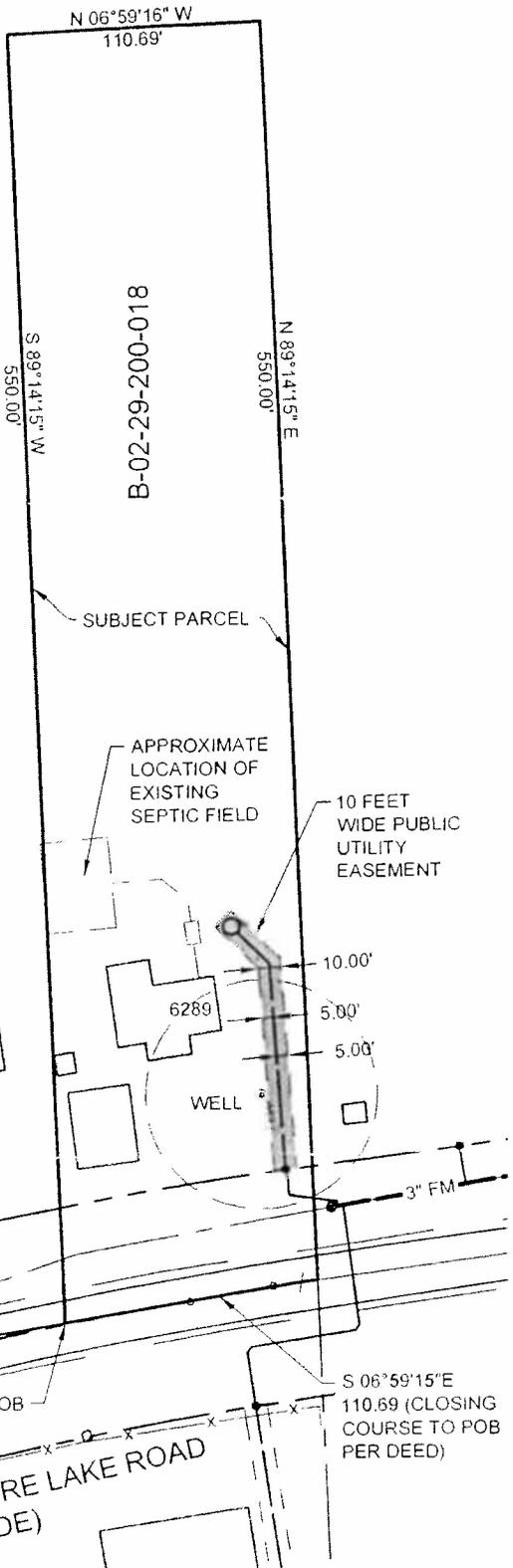
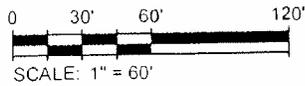
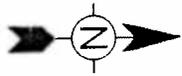
Recording fee: \_\_\_\_\_

PREPARED BY AND WHEN  
RECORDED RETURN TO:

BRADFORD L. MAYNES (P68319)  
Attorney at Law  
LAW OFFICE OF PAUL E. BURNS  
133 West Grand River Avenue  
Brighton, Michigan 48116  
(810) 227-5000



EASEMENT DESCRIPTION:  
 A 10 FEET WIDE TEMPORARY UTILITY EASEMENT FOR CONSTRUCTION OF SAID SEWER, SAID EASEMENT BEING 10 FEET WIDE, 5 FEET ON EITHER SIDE OF A CENTERLINE AS IT IS SHOWN ON AND DEPICTED ON THIS EXHIBIT "A", TOGETHER WITH A PERMANENT 10 FEET WIDE UTILITY EASEMENT OVER THIS SAME SEWER FOR CONSTRUCTION, RECONSTRUCTION AND MAINTENANCE THEREOF, WHERE SAID PERMANENT EASEMENT LOCATION IS 10 FEET WIDE, 5 FEET ON EITHER SIDE OF THE CENTERLINE OF THE SANITARY SEWER AS IT IS ACTUALLY CONSTRUCTED.



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**TETRA TECH**  
 www.tetra-tech.com  
 1026 RIVER STREET SUITE 1  
 ANN ARBOR, MICHIGAN 48106  
 TEL: 313.936.3339 FAX: 313.936.3325

NORTHFIELD TOWNSHIP  
 WHITMORE LAKE ROAD FORCEMAIN  
 PARCEL B-02-29-200-018  
 6289 WHITMORE LAKE ROAD  
 SECTION 29, NORTHFIELD TOWNSHIP

Project No.	200-12748-14001
Date	APRIL 28 2014
Designed By	
EXHIBIT	"A"

Copyright: Tetra Tech

Bar Measures 1 inch

**RESOLUTION NO. 15-529**  
**A RESOLUTION OF THE NORTHFIELD TOWNSHIP BOARD OF TRUSTEES**  
**ESTABLISHING A POLICY ON TOWNSHIP INVESTMENT AND DEPOSITORY**  
**DESIGNATIONS**

WHEREAS, The Board of Trustees of Northfield Township, Washtenaw County, in exercising its fiduciary responsibilities, desires to safeguard the funds of the Township that may be invested from time to time; and

WHEREAS, Public Act 77 of 1989, MCL 41.77, requires that the Township Board of Trustees designate the banks or depositories for the money belonging to the Township, including the time for which the deposits shall be made and all details for carrying into effect the authority given in this act; and

WHEREAS, Public Act 196 of 1997, MCL 129.91, et seq., requires Township Boards, in consultation with the Township Treasurer, to adopt an investment policy;

NOW, THEREFORE, BE IT RESOLVED BY THE NORTHFIELD TOWNSHIP BOARD OF TRUSTEES, That the following Resolution represents the Township's policy on Township investment and depository designations.

**Section 1: Policy**

This policy is applicable to all public funds belonging to Northfield Township and in the custody of the Township Treasurer, except for the employee pension funds and the employee deferred compensation funds.

The Board of Trustees approves the following financial institutions as depositories of Township funds:

- PNC Bank
- JP Morgan Chase
- Morgan Stanley/ Graystone Consulting
- Bank of Michigan

The Northfield Township Treasurer may invest Township funds in certificates of deposit, savings accounts, deposit accounts, or depository receipts of a bank but only if the bank, savings and loan association, or credit union meets all of the criteria as a depository of public funds contained in state law. The standard of prudence to be used shall be the "fiduciary" standard and shall be applied in the context of managing an overall portfolio.

The prior approval of the Township Board of Trustees shall be required for the Treasurer to invest in any other lawful investment instruments. The Township Board of Trustees' standard of prudence shall be the "fiduciary" standard, which shall be applied in the context of managing an overall portfolio. The Township Board of Trustees may authorize the Treasurer to invest in the following:

- (a) Bonds, securities, and other obligations of the United States or an agency or instrumentality of the United States that matures not more than 24 months after the date of purchase.
- (b) Commercial paper rated at the time of purchase within the two highest classifications established by not less than two standard rating services and that matures not more than 270 days after the date of purchase.
- (c) Repurchase agreements consisting of instruments listed in subdivision (a).
- (d) Bankers' acceptances of United States banks.
- (e) Obligations of this state or any of its political subdivisions that at the time of purchase are rated as investment grade by not less than one standard rating service.
- (f) Mutual funds registered under the Investment Company Act of 1940, Title I of Chapter 686, 54 Stat. 789, 15 U.S.C. 80a-1 to 80a-64, with authority to purchase only investment vehicles that are legal for direct investment by a public corporation. However, a mutual fund is not disqualified as a permissible investment solely by reason of any of the following:
  - (i) The purchase of securities on a when-issued or delayed delivery basis.
  - (ii) The ability to lend portfolio securities as long as the mutual fund receives collateral at all times equal to at least 100% of the value of the securities loaned.
  - (iii) The limited ability to borrow and pledge a like portion of the portfolio's assets for temporary or emergency purposes.
- (g) Obligations described in subdivisions (a) through (g) if purchased through an interlocal agreement under the Urban Cooperation Act of 1967, Public Act 7 of 1967 (Ex Sess), MCL 124.501, et seq.
- (h) Investment pools organized under the Surplus Funds Investment Pool Act, Public Act 367 of 1982, MCL 129.111, et seq.
- (i) The investment pools organized under the Local Government Investment Pool Act, Public Act 121 of 1985, MCL 129.141, et seq.

Decisions and actions involving the Township's investment portfolio shall meet the following criteria:

**Safety:** Safety of principle is the foremost objective of Northfield Township's investment practices.

**Diversification:** The investments shall be diversified by avoiding over concentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities and insured certificates of deposit).

**Liquidity:** The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.

**Return on Investment:** Return on investment is of secondary importance compared to safety and liquidity objectives. Investments shall be selected to obtain a market average rate of return. The core of investments is limited to relatively low risk securities.

The Treasurer may elect to have certificates and other evidence of investments held by a financial institution, provided that the financial institution presents to the Township Treasurer, on

a quarterly basis, sufficient documentation and acknowledgment of the investment instruments held on behalf of the Township.

The Township Treasurer shall provide a written report to the Township Board of Trustees, on a quarterly basis, concerning the investment of Township funds.

All financial institutions with which the Township conducts business shall certify that they have received the Township's Investment Policy, have read and fully understand the Investment Policy, and will comply with Public Act 20 of 1943, as amended, and the Investment Policy.

**Section 2: Miscellaneous**

The Township will comply with all applicable statutes related to public fund investments. If any portion of this Resolution shall be held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of any other portion of this Resolution.

All prior Investment Policy Resolutions, or parts of Resolutions inconsistent with this Resolution, are hereby repealed and replaced with this Resolution.

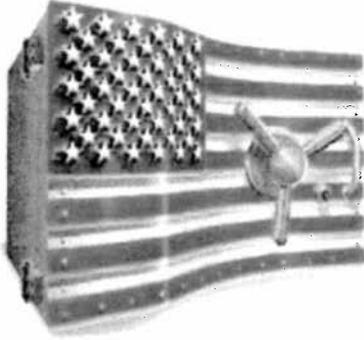
PASSED AND Resolved by the Northfield Township Board of Trustees, Northfield, Michigan, on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Marilyn Engstrom, Supervisor

ATTEST:

\_\_\_\_\_  
Angela Westover, Clerk

# CD



## CDARS for Public Funds

As a manager of public funds, your daily efforts work to protect funds for schools, fire and police departments, public hospitals, roads, public utilities, and other public entities. It may not always make headlines, but it does come with challenges. Through CDARS<sup>®</sup>, you can access multi-million-dollar FDIC insurance on CD investments, making it easier than ever to earn CD-level returns (that often compare favorably to Treasuries) while protecting the public's vital resources.

View this short video to learn how public fund managers can benefit from CDARS and the ICS service.

Limits apply. Funds may be submitted for placement only after a depositor enters into a CDARS Deposit Placement Agreement with a CDARS participating institution. The agreement contains important information and conditions regarding the placement of funds. CDARS, Certificate of Deposit Account Registry Service, ICS, and Insured Cash Sweep are registered service marks of Promontory Interfinancial Network, LLC.

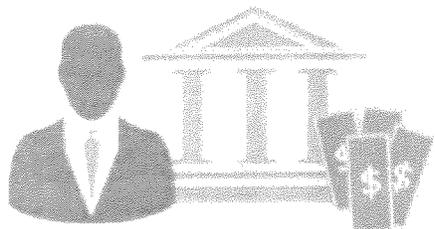
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# CD

Customer invests \$5,000,000  
through a Network member



**Bank 1**

<\$250,000

in principal and  
interest



**Bank 2 ...**

<\$250,000

in principal and  
interest



**Bank 21**

<\$250,000

in principal and  
interest

21 CDs under \$250,000 are  
issued by 21 Network banks

View this short video to learn more about  
CDARS.

## How CDARS Works

Everything is handled through a CDARS® Network member of your choice. The thousands of financial institutions that can offer CDARS are members of a unique network. When you place a

large deposit with a CDARS Network member, that institution uses the CDARS service to place your funds into CDs issued by other members of the CDARS Network.

This occurs in increments below the standard FDIC insurance maximum (\$250,000) so that both principal and interest are eligible for FDIC insurance. By working directly with just one institution, you can receive coverage from many. And, you receive just one regular, consolidated account statement.

When you're ready to take advantage of CDARS, here's what happens:

- 1 You sign a CDARS Deposit Placement Agreement and a custodial agreement, and then invest money with a member of the CDARS Network (a relationship institution).
- 2 Your funds are placed using the CDARS service.
- 3 Your CDs are issued by other members in the CDARS Network.
- 4 You receive confirmation of your CDs from your relationship institution.
- 5 You receive consolidated interest payments and statements through your relationship institution.

For general information, please check our [FAQs page](#).

The CDARS service has been designed to satisfy the FDIC's requirements for pass-through deposit insurance coverage.

If a depositor is subject to restrictions with respect to the placement of funds in depository institutions, it is the depositor's responsibility to determine whether the placement of its funds through CDARS satisfies those restrictions.

When deposited funds are exchanged on a dollar-for-dollar basis with other banks in the CDARS Network, the relationship institution can use the full amount of a deposit placed through CDARS for local lending, satisfying some depositors' local investment goals or mandates. Alternatively, with a depositor's consent, the relationship institution may choose to receive fee income instead of deposits from other participating institutions. Under these circumstances, deposited funds would not be available for local lending.

## Find CDARS

Limits apply. Funds may be submitted for placement only after a depositor enters into a CDARS Deposit Placement Agreement with a CDARS participating institution. The agreement contains important information and conditions regarding the placement of funds. CDARS, Certificate of Deposit Account Registry Service, ICS, and Insured Cash Sweep are registered service marks of Promontory Interfinancial Network, LLC.

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## Frequently Asked Questions

### **Where can I find a list of rates for CDs offered through CDARS®?**

Financial institutions that are members of the CDARS Network set the CD rates they offer. This allows them to price competitively for their local markets – and can benefit you, the customer, as a result. Check with your financial institution to see if it participates in the CDARS service, or visit Find CDARS to find a local institution that offers the CDARS service. Depositors of public funds wanting to use the CDARS service can find information on the CDARS for Public Funds page.

### **How can deposits greater than the standard FDIC insurance maximum be insured by the FDIC?**

The standard FDIC insurance maximum is \$250,000 per insured capacity, per bank. So, you can run around to multiple institutions to deposit your funds to receive the same coverage you can access through a single relationship using CDARS. When you place your large-dollar deposit with an institution that is a member of the CDARS Network, your deposit is divided into smaller amounts and placed with other CDARS Network members – each an FDIC-insured institution. Then, those member institutions issue CDs in amounts under \$250,000, so that your deposit is eligible for FDIC insurance at each member bank. By working directly with one Network member, you can receive insurance through many.

### **Who has custody of my funds?**

Funds placed through CDARS are deposited only in FDIC-insured banks. Your financial institution acts as custodian for your CDARS deposits, and the subcustodian for CDARS deposits is The Bank of New York Mellon (BNY Mellon), the largest custodian in the world with \$28.5 trillion in assets under custody and/or administration and \$1.7 trillion in assets under management.<sup>1</sup>

Unique to CDARS, you as a depositor can obtain a confirmation of records maintained by BNY Mellon as subcustodian in order to reconcile those records with the statements received from your financial institution. At any time, as often as desired, you as a depositor can obtain a certified statement from BNY Mellon that confirms the exact amount of your CDs, including principal balance and accrued interest, for each FDIC-insured institution that issues a CD through CDARS.

You can submit a request for the certified statement, along with BNY Mellon's processing fee, through your financial institution. BNY Mellon will send the certified statement directly to you or to another party designated by you, such as an auditor.

### Who provides the additional FDIC insurance when I place deposits using CDARS?

The CDARS Network members that issue your CDs through CDARS provide you with access to the additional FDIC insurance coverage. Working directly with just one financial institution, you get coverage through many.

### How can my funds be used locally if my CDs are from financial institutions all over the country?

When CDARS Network members swap deposits on a dollar-for-dollar basis, the same amount of funds placed through the Network returns to your financial institution. As a result, the total amount of your original deposit can remain with your financial institution and be used for local lending. (CDARS® Reciprocal® transactions only.)

### Is my account information safe?

Your account information is protected; your relationship remains between you and your financial institution.

### What happens when a CDARS Network member bank fails?

Most of the banks that have failed in the United States in recent years were not CDARS Network members or did not hold any CDARS deposits when they failed. When a Network member has failed, the bank's CDs issued using CDARS in most cases have been transferred to a healthy institution – the FDIC's preferred method for handling bank failures. In cases where the FDIC has been unable to find a healthy institution willing to accept such a transfer, it has arranged for the payment of the insured principal and accrued interest to the depositors. This payment has usually occurred in a matter of days.

Please go to <http://www.fdic.gov/deposit/index.html> to learn more about FDIC insurance.

<sup>1</sup> As reported by BNY Mellon in December 31, 2014. Please see [www.bnymellon.com/us/en/who-we-are/index.jsp](http://www.bnymellon.com/us/en/who-we-are/index.jsp) for details.

## Find CDARS

Limits apply. Funds may be submitted for placement only after a depositor enters into a CDARS Deposit Placement Agreement with a CDARS participating institution. The agreement contains important information and conditions regarding the placement of funds. CDARS, Certificate of Deposit Account Registry Service, ICS, and Insured Cash Sweep are registered service marks of Promontory Interfinancial Network, LLC.

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## MEMO

**To:** Northfield Township Board  
**From:** Howard Fink  
**Date:** 7/23/2015  
**Re:** Van Curler Property

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Dear Township Board,

At a previous Planning Commission meeting, the future of the Van Curler property was discussed. A request was made to the Board of Trustees to debate the merits of the property and potential acquisition. This was on the July 14<sup>th</sup> agenda for discussion, but due to time constraints it was pushed back. I have confirmed with Mr. Timmins that the price on the property is \$3.3 million. If the Township is interested in the property, there would likely be some flexibility, but at this time it is not clear as to how much.

Respectfully Submitted,



Howard Fink, Township Manager

# Whitmore Lake Vacant

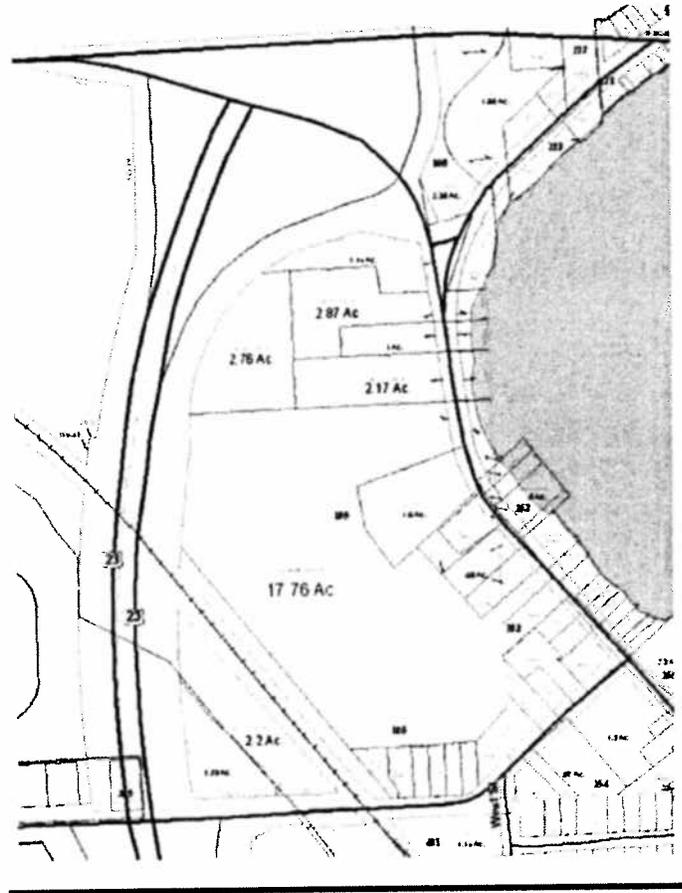
9665 Main St, Whitmore Lake, MI 48189



Listing ID: 10618902  
Status: Active  
Property Type: Vacant Land For Sale  
Possible Uses: Retail  
Gross Land Area: 27.71 Acres  
Sale Price: \$3,300,000  
Unit Price: \$119,090 Per Acre  
Sale Terms: Cash to Seller

## Property Overview

Great highway visibility, some of the property runs to the lake. Great for retail or retirement community. Combination of several parcels of land with some frontage on US-23 between Barker, Main St & Eight Mile Road Exit. Sewer available. Newly rezoned to the Whitmore Lake District to encourage a dynamic mix of uses.



### More Information Online

<http://www.cpix.net/listing/10618902>

### QR Code

Scan this image with your mobile device:



## Listing Details

### General Information

Listing Name:	Whitmore Lake Vacant	Zoning:	SR2, GC, PSC, HC
Tax ID Number/APN:	B-02-06-105-009	Land Splits Available:	Yes
Possible Uses:	Retail	Sale Terms:	Cash to Seller

### Area & Location

Market Type:	Medium	Transportation:	Highway
Property Visibility:	Excellent	Highway Access:	US-23
Largest Nearby Street:	Barker & Main Street		

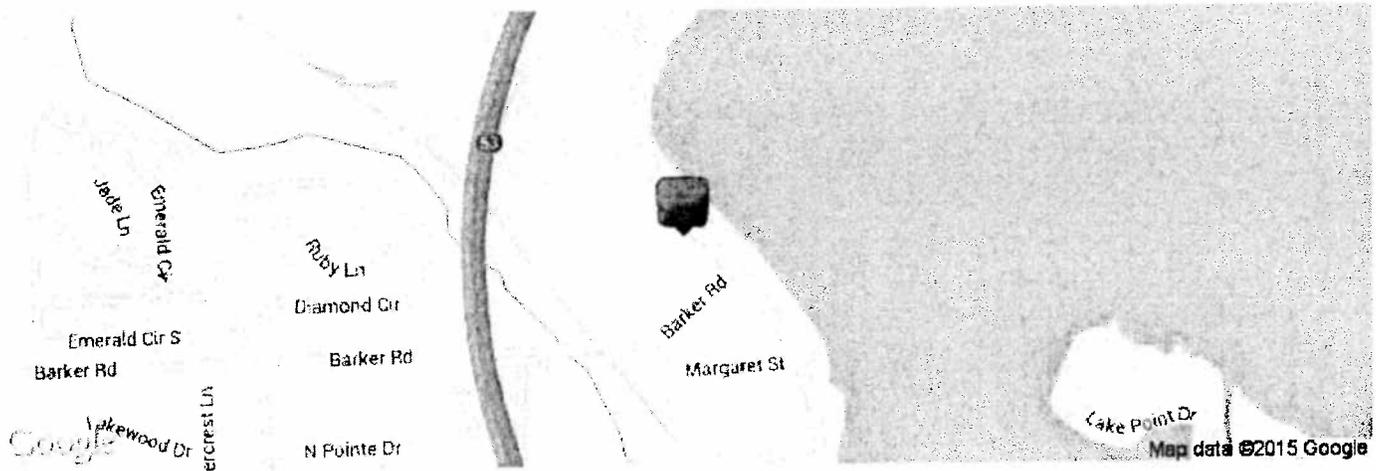
Legal Description Combination of several parcels: B-02-05-252-003, B-02-05-252-004, B-02-05-253-001, B-02-05-253-002, B-02-05-253-003, B-02-06-105-004, B-02-06-105-005, B-02-06-105-009, B-02-06-105-013, B-02-06-105-017, B-02-06-105-018, B-02-06-105-019, B-02-06-105-022

## Land Related

Zoning Description: Several parcels with zoning of SR2, GC, PSC & HC

## Location

Address: 9665 Main St, Whitmore Lake, MI 48189      MSA: Ann Arbor  
County: Washtenaw      Submarket: Washtenaw E of 23



## Property Contacts



### James H. Chaconas

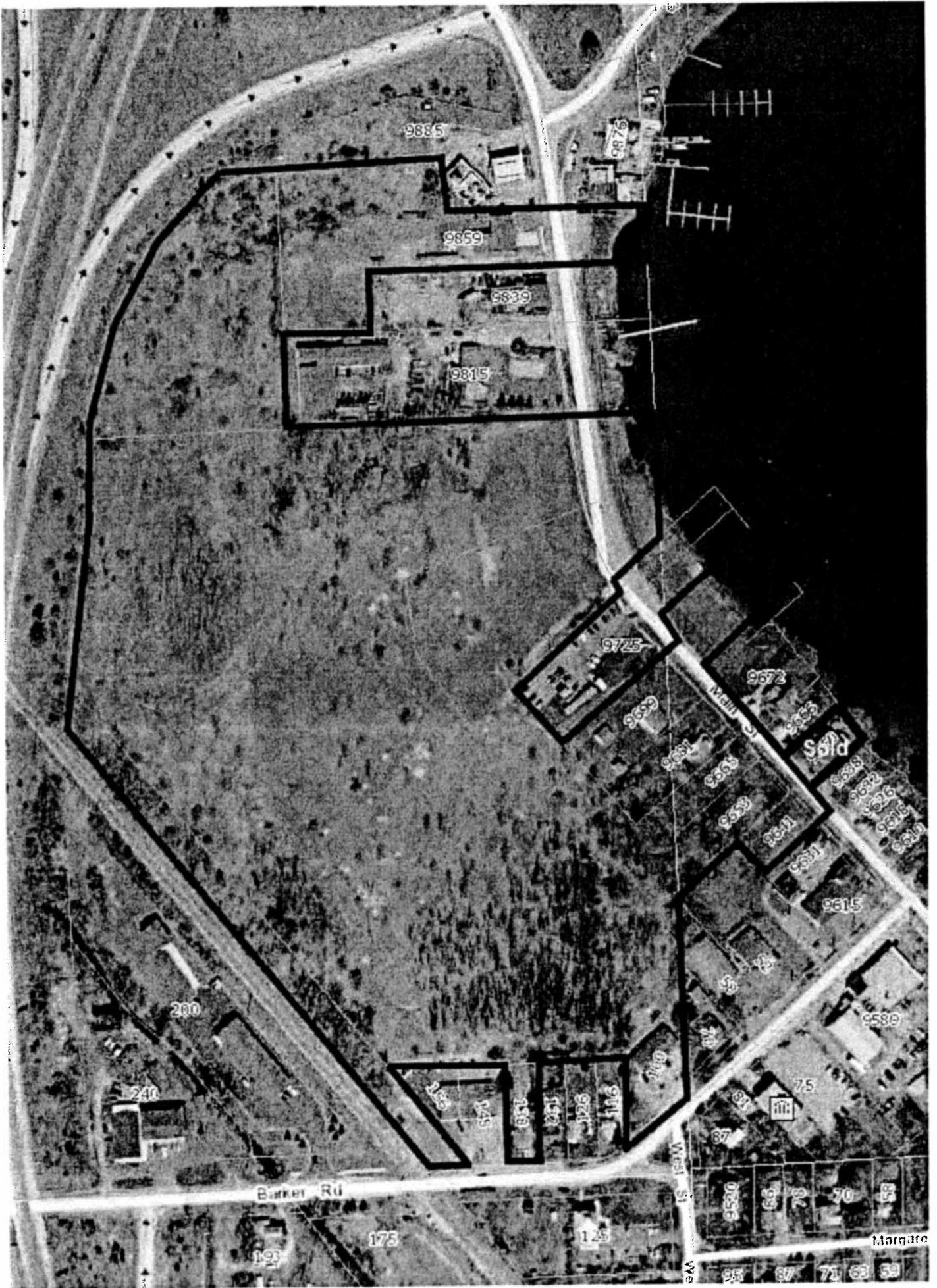
Colliers International  
734-769-5004 [0]  
jchaconas@ccim.net



### Richard Timmons

Colliers International  
734-769-5006 [0]  
richard.timmons@colliers.com





Van Curler Parcels - Northfield Township

Parcel	Address	Acreege	SEV	Tax Value	Winter Tax	Summer Tax	Status	Zoning
B-02-05-252-003	Main St	0.50	\$12,900.00	\$12,900.00	\$595.72	\$137.44	Vacant	SR2
B-02-05-252-004	Main St Lakefront	0.12	\$5,600.00	\$5,600.00				SR2
B-02-05-253-001	9665 Main St	0.26	\$38,300.00	\$19,958.00	\$884.89	\$212.63	Vacant	GC
B-02-05-253-002	9653 Main St.	0.36	\$38,000.00	\$28,244.00	\$1,231.36	\$295.89	Vacant	GC
B-02-05-253-003	9641 Main St	0.20	\$40,300.00	\$40,300.00	\$1,786.88	\$429.38	Vacant	GC
B-02-06-105-004	Main St	2.76	\$75,100.00	\$17,054.00	\$756.12	\$181.69	Vacant	HC
B-02-06-105-005	9859 Main St	2.87	\$250,300.00	\$117,575.00	\$5,256.22	\$1,252.73	3,921 SF clubhouse	HC
B-02-06-105-009	Main St	16.90	\$933,600.00	\$197,360.00	\$8,806.95	\$2,102.82	Vacant	PSC
B-02-06-105-013	138 Barker Rd	0.20	\$92,700.00	\$92,700.00	\$4,110.40	\$987.69	Vacant	PSC
B-02-06-105-017	100 Barker Rd	0.42	\$98,500.00	\$84,456.00	\$3,744.84	\$899.84	2,250 SF office building	PSC
B-02-06-105-018	9681 Main St.	0.40	\$134,400.00	\$70,182.00	\$2,961.90	\$711.71	1,808 SF residence	PSC
B-02-06-105-019	9699 Main St	0.65	\$118,400.00	\$118,400.00	\$5,250.00	\$1,261.52	1,620 SF residence	PSC
B-02-06-105-022	Main St	1.60	\$87,100.00	\$39,896.00	\$1,768.98	\$425.06	Vacant	PSC
<b>TOTAL</b>		<b>27.24</b>	<b>\$1,925,200.00</b>	<b>\$844,625.00</b>	<b>\$37,154.26</b>	<b>\$8,898.40</b>		

## Memo

**To:** Northfield Township Board  
**From:** Howard Fink  
**Date:** 7/23/2015  
**Re:** Code Enforcement

---

Dear Township Board,

I have asked both Bill Leneghan and Kurt Weiland to be present for this upcoming workshop. There are a number of issues that need to be discussed and addressed. Foremost is prioritization of some of our ordinances and enforcement efforts. Those questions include;

1. Enforcing no sales of cars and boats on front lawns, etc (except designated dealers)
2. Sign violations in the commercial districts
3. Enforcing outdoor storage of material

There are other areas, but these three are most critical/will generate the most debate. The reason for requesting a discussion on these item is that I recognize there may be differences of opinion on the appropriateness of some of our ordinances. For example, our sign ordinance indicates that window signs that cover more then 25% of the total window area will be enforced as part of the total square footage of signage allowed. There are a few businesses in Town that are in violation of this ordinance as it relates to window signage. Sales of cars and boats are a prevalent item in the township. Enforcement of these items will be difficult and as staff, I felt it necessary to ensure that the board is on board with these regulations.

In addition to enforcement, there are a number of ordinances that need to be reviewed and or created by the planning commission and or Board of Trustees. Examples include:

1. An overlay district for both Whitmore Lake and Horseshoe Lake
2. Administrative site plan approval for private driveways and private roads
3. Consolidating our industrial zoning classifications and altering some zoning language in those ordinances

Respectfully Submitted,



Howard Fink, Township Manager

## Memo

**To:** Northfield Township Board  
**From:** Howard Fink  
**Date:** 7/23/2015  
**Re:** Appeal Procedure

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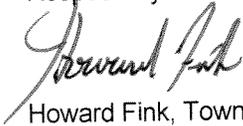
Dear Township Board,

Following the sewer audit, one of the discrepancies identified in our ordinances is the lack of an appeal procedure for commercial / business accounts. I have prepared an ordinance for your review. At this time, it is a draft ordinance. It does include the following items as discussed previously.

1. No Free Service
2. Administrative billing appeals.
3. An appeal procedure on the REU fee schedule.
4. Appeal procedures that permit a company to request a metering option, regardless of use volume; at the businesses expense.
5. Appeal procedures that permit the Board of Trustees to require the installation of a meter for one year to determine a correct billing amount.
6. Appeal procedure that allows for the Board of Trustees to request additional engineering data to prove the validity of a billing fee (i.e. amount and volume of fixtures, etc).

I have taken into account the comments at the last workshop regarding an administrative appeal on smaller accounts. I am suggesting that you allow Tim and I to rule on an administrative appeal that is less than or equal to 3 REU's. Anything over three REU's would move to the full Board of Trustees. Please note this is only a draft. Legal review has not been completed. Mr. Burns has indicated there needs to be a section on preponderance of evidence.

Respectfully Submitted,



Howard Fink, Township Manager

## ORDINANCE NO. 15-44

### AN ORDINANCE OF NORTHFIELD TOWNSHIP AMENDING THE SEWER USE ORDINANCE BY AND ADDING SECTION 32-54, APPEALS AND BILLING PROCEDURES.

WHEREAS, The Northfield Township Board desires to provide for various appeal procedures for sewer billing.

NOW, THEREFORE, BE IT ORDAINED BY THE NORTHFIELD TOWNSHIP BOARD OF TRUSTEES, THAT THE FOLLOWING SECTION 32-54, APPEALS AND BILLING PROCEDURES, BE ADDED IN ITS ENTIRETY:

#### Section 1

That a new section, Section 32-54, *Appeals and Billing Procedures* be added with the following language:

- 1) *No Free Service.* No Free Services shall be allowed for any user of the system.
- 2) *Billing.* All fees for wastewater services shall be billed and collected in accordance with the Township Administrative Policies and the utilities ordinance, as revised from time to time, and adopted by the Township Board
- 3) *Billing Appeals.* The Following sub sections shall govern all appeals as they relate to Sewer Billing. With respect to any appeal of Sewer Billing Charges, the difference between the actual bill prior to the appeal less the number the user alleges is appropriate shall be held in escrow with the Township Treasurer until final determination is made. Upon a final determination of the appropriate number of REU's to be assigned to the Property, and REU fees and/or quarterly user charges in escrow shall be apportioned between the Township and the User per final determination.
  - a. *Administrative in nature.* Administrative billing appeals shall include late fees and billing issues related to untimely delivery of mail and other administrative issues that have caused a billing abnormality. At no time shall Administrative billing appeals be based on usage arguments or billing amounts.
    - i. All administrative disputes for bills for wastewater services shall be submitted in writing to the Township Clerk's department. The Clerk's department will consider the dispute and render a determination within 30 days of receiving the written dispute. The sewer User may appeal that department's determination by submitting a written appeal to the Township Manager within 15 days of the department's determination. The Manager shall render a final determination within 30 days of receipt of a written appeal. Submittal of an appeal shall in no way relieve the affected User of payment of the bill. Further appeal of the Manager's final determination shall be submitted to the Township Board. The appeal request shall be submitted to the Township Clerk within 15 days of the Manager's final determination. The Township Board will convene a

hearing on the matter and render a final determination within 45 days of receipt by the Township Clerk of the appeal. Submittal of an appeal shall in no way relieve the affected User of payment of the bill.

- b. *Classification Appeal of Residential Equivalent Unit Fee Table.* The Waste Water Superintendent shall be the employee responsible for determining how a business is classified in the Residential Equivalent Unit Fee Table in Section 32-48 (b)(1). If an entity is in disagreement with the Wastewater Treatment Plants Superintendent's classification, such appeal shall be governed as follows:
- i. All appeals on Classification of The Residential Equivalent Unit Fee Table for wastewater charges shall be submitted in writing to the Township Clerk's department. The Clerk's department will consider the dispute and render a determination within 30 days of receiving the written dispute. The sewer User may appeal that department's determination by submitting a written appeal to the Township Manager within 15 days of the department's determination. The Manager shall render a final determination within 30 days of receipt of a written appeal. Submittal of an appeal shall in no way relieve the affected User of payment of the bill. Further appeal of the Manager's final determination shall be submitted to the Township Board. The appeal request shall be submitted to the Township Clerk within 15 days of the Manager's final determination. The Township Board will convene a hearing on the matter and render a final determination within 45 days of receipt by the Township Clerk of the appeal. Submittal of an appeal shall in no way relieve the affected User of payment of the bill.
- c. *REU Assignment Appeals.* The Township recognizes there are times when the Residential Equivalent Unit Fee Table is not appropriate in all situations. If such charges determined by the Wastewater Superintendent based on our Sewer Ordinance are not agreeable to the appellant, the following appeal options are available to the appellant to determine appropriate charges.
- i. Every Owner has the right to an administrative appeal of the assignment of REU's to a Property pursuant to the Township REU schedule as applied to a particular property. Claims of economic hardship shall not be considered grounds for an administrative appeal.
  - ii. In ruling on an appeal, representatives from the Township may consider interpretation of the current REU schedule, evidence of actual usage, whether actual metering is appropriate and for how long, the use and classes of the properties involved, policies, fees and rates of business in similar communities, and any other data deemed relevant to make a determination.
  - iii. All appeals shall be submitted to the Township Manager and Wastewater Treatment Plant Superintendent. The appeal shall identify the assigned REU's and how the Owner feels they are incorrectly applied and/or not representative of the Owner's actual sewer usage. If the difference between what the Owner feels should be the appropriate number of REU's and the actual REU's charged is equal to or less than three (3), the Township Manager and Wastewater Superintendent have the option but

not the requirement to rule on it administratively. In such cases, the Township Manager and Wastewater Treatment Superintendent must agree unanimously. If agreement is not reached, the appeal will be referred to the Board of Trustees in the following appeal section. If the Owner is dissatisfied with the administrative ruling by the Township Manager and Waste Water Treatment Plan Superintendent, a written appeal of that decision may be taken to the Board of Trustees.

- iv. If the difference between what the Owner feels should be the appropriate number of REU's and the actual REU's charged is greater than three (3), the appeal shall proceed to the full Township Board. Any owner has the right to request an appeal to the full Township Board, regardless of the difference in the Number of REU billed vs. what the Owner deems appropriate.
- v. *Appeal to the Board of Trustees.* Any appeal taken to the Board of Trustees shall be filed with the Township Manager. All provisions of the Open Meetings Act shall apply to the proceedings of the Board of Trustees.
  1. The Board of Trustees shall fix a reasonable time for the hearing of the appeal and render a decision within 60 days from the date of filing the notice of appeal, unless an extension of time is required by a decision of the majority of the members of the Board of Trustees present, whose decision shall state the reasons for the extension.
  2. Minutes of the appeal hearing shall be kept in accordance with the Open Meetings Act and contain the grounds of the determination made by the Board of Trustees.
  3. The Board of Trustees may determine if Metering Options are appropriate, and for how long such Metering should occur to determine the appropriate number of REU's. If the Board of Trustees determines that a Metering Option is appropriate for an appeal determination, such metering shall continue for a minimum of 12 months. Water meter readings shall be taken and logged daily. They shall be taken at nearly the same time each day to represent daily usage of water through the meter. A log of the meter readings shall be kept near the meter and shall be made available to an authorized Township employee or contractor whenever requested. Request(s) by the Township to review the log and read the meter may be made on an unannounced basis. The meter may be read during normal work days for the business excluding weekends if that constitutes normal usage. If peak usage may occur during a weekend, meter readings must be taken on the weekends. This option is not to be used on partially occupied buildings. It may only begin after full occupancy. The maximum daily flow will be used in determining the REU assignment. The maximum daily flow during the total time monitored above shall

be divided by 260 gallons per day to determine the number of REUs assigned by this option.

4. The Board of Trustees may reverse or modify any previous order by administrative staff or the Clerk's department, requirements, decision, or determination appealed from and shall make an order, requirement, decision, or determination as in Board of Trustees opinion ought to be made. The Board of Trustees may impose conditions upon an affirmative decision on appeal. The concurring vote of a majority of the Board of Trustees shall be necessary to reverse an order, requirement, decision, or determination.
- i. *Metering Option Requested by Appellant (Non Residential Properties Only):* The Township Permits owners to install water meters to determine Sewer Use Fees. The Owner must put in an approved water meter. The water meter purchase, installation and meter reading process must be coordinated through and approved by the Township and the Owner shall obtain all applicable permits. The Owner shall coordinate and pay all costs associated with the purchase and installation of the water meter, meter accuracy testing if required, and pay the Township's cost of processing the meter readings to determine the REU's charges. A log of the meter readings shall be kept near the meter and shall be made available to an authorized Township employee or contractor whenever requested. The maximum daily flow during the total time monitored above shall be divided by 260 gallons per day to determine the number of REUs assigned by this option.

## **Section 2: Miscellaneous**

If any portion of this Ordinance shall be held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of any other portion of this Ordinance.

All Ordinances or parts of Ordinance inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency. Provided, however, that such repeal shall be only to the extent of such inconsistency, and in all other respects the Ordinance or parts of Ordinance are hereby ratified, re-established and confirmed.

## **Section 3: Effective Date**

This Ordinance shall be effective thirty (30) days after its publication date pursuant to Michigan Law.

PASSED AND ORDAINED by the Northfield Township Board, Northfield Township,  
Michigan, on this 28th day of July, 2015.

---

Marilyn Engstrom, Supervisor

ATTEST:

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Angela Westover, Clerk

I, Angela Westover, Northfield Township Clerk, hereby certify as follows:

A. The above Ordinance was passed by the Northfield Township Board of Trustees on the 28th day of July, 2015. The names of the members voting thereon and how each member voted was as follows:

Yeas: \_\_\_\_\_

\_\_\_\_\_

Nays: \_\_\_\_\_

\_\_\_\_\_

Absent: \_\_\_\_\_

\_\_\_\_\_

B. A true copy of the above Ordinance was published in Ann Arbor News, a newspaper circulating within the Township, on the \_\_\_\_\_ day of \_\_\_\_\_, 2015;

C. The effective date of the Ordinance is the \_\_\_\_\_ day of \_\_\_\_\_, 2015; and

D. A true copy of the above Ordinance was filed with the Washtenaw County Township Clerk on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

NORTHFIELD TOWNSHIP BOARD

By: \_\_\_\_\_  
Angela Westover, Township Clerk



William E. Wagner, Jr.  
Director of Public  
Safety/Fire Chief

## Northfield Township Public Safety

8350 Main Street, Whitmore Lake, MI 48189  
Fire: 734-449-2385 • Fax: 734-449-2521  
Police: 734-449-9911 • Fax: 734-449-0511  
[www.twp.northfield.mi.us](http://www.twp.northfield.mi.us)



Timothy Greene  
Lieutenant  
Police Operations

TO: William Wagner – Director of Public Safety  
Northfield Township Board of Trustees

FROM: Tim Greene – Lieutenant - Police Operations

DATE: July 9, 2015

RE: June 2015 Communications

### EMPLOYEE ROSTER

I have attached a copy of our current employee roster for your review. This is the total list of all employees; part-time, full-time, reserve officers and clerk/dispatchers. It includes the original hire date with the police department, number of years of service, as well as, their employment status.

### PERSONNEL AND STAFFING SHORTAGE

We are continuing to still work through our staffing shortage with the injury of Ofc. Jensen. Although the over-time has been reduced, it's still a little higher than usual with upcoming approved vacations scheduled. We still continue to look for more creative ways to cover the shifts and reducing over-time cost.

### APPOINTMENT OF SALVAGE VEHICLE INSPECTOR

At the upcoming board meeting, I will be recommending the board to approve the appointment of a Salvage Vehicle Inspector. A few years ago, we had a salvage vehicle program in police department. During that time, the police department was able to receive additional revenues generated from the inspections of salvage vehicles to use for equipment, training and the purchase of new police vehicles. Furthermore, at the time the inspection program was being utilized, the police department took in approximately \$45,000 in revenue. The inspection program ultimately stopped and we lost out on the additional funding source.

In the State of Michigan, salvage vehicle inspections are governed by MCL 257.217c. This statute requires salvage vehicle inspectors to be certified through the State of

Michigan. It also sets limitations on who can be certified as an inspector (See 257.217c(14)). A salvage vehicle inspector can only be a current police officer or a previously certified police officer (i.e. retired) who is appointed by a local police agency specifically to conduct salvage vehicle inspections. Inspectors have authority to conduct salvage vehicle inspections throughout the State of Michigan regardless of where they are employed as a police officer or where they are hired specifically in the capacity of a salvage vehicle inspector. However, they must be given authority to access the Michigan Law Enforcement Information Network (LEIN) from a local police agency in order to check for stolen vehicles and stolen vehicle parts.

I was contacted by Jen Okey, who is currently employed as a police officer with the Norfolk Southern Railroad Police Department. Jen is a state certified salvage vehicle inspector and wishes to conduct salvage vehicle inspections under the authority of the Northfield Township Police Department pursuant to the provisions as outlined in the attached Agreement.

The Agreement addresses the primary questions and concerns that the Township would have in authorizing Okey to conduct salvage vehicle inspections under the authority of the Northfield Township Police Department. The following is a summary of those concerns:

- Administration Fee:

Okey will remit to the police department \$100 for each vehicle inspected, along with the "police agency copy" of the inspection sheet, indicating the amount paid (either in cash or check) on the front of the form. This will act as a receipt that will be filed and maintained in the police department's records to be used for accounting and auditing purposes. All funds will be deposited into the police department's salvage vehicle fund where payment to Okey will be made minus the \$20.00 administration fee that will be kept by the police department. (Section 4 of Agreement)

Employment Status:

- Okey would not become employees of the Township. The Agreements state that he would be independent contractor of the Township with explicit language reading "Okey is not and shall not be an employee of the Township." (Section 6 of each Agreement).

- Liability:

The Agreement requires that the Okey carry and maintain One Million Dollars (\$1,000,000.00) commercial general liability coverage with the Township listed as an additional insured. (Section 8 of Agreement)

- Control by the Township:

The Agreement provides the Township authority to immediately terminate the Agreement if he fails to maintain his liability insurance, fail to pay the required administrative fee on time or have his state certification suspended, revoked or denied. Additionally, the Township can immediately terminate the Agreement if the Northfield Township Director of Public Safety determines in his sole discretion that he acted in a fashion inconsistent with the Township's interest in performing the services that are authorized pursuant to the Agreement.

- Right to Audit:

The Agreement provides the Township the right to audit all of Okeys inspection files *"including, but not limited to those kept by Okey, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; Salvage Vehicle Inspection files, including all forms, receipts and documents relating to the salvage vehicle inspection process as defined by the State of Michigan Salvage Vehicle Inspection Manual."*  
(Section 9 of Agreement)

- Effect of Police Operations:

There will be no effect on the operations of the police department by executing this Agreement nor does the execution adversely affect any member of the police department or member of either of the police unions. Jen Okey will not be an employee of the Township, member of the police department, granted any additional arrest powers or given any police authority by execution of the Agreements.

- Budget Impact:

It's estimated that this agreement could provide the police department with additional revenue in the amount of \$16,000.00 for FY 2015-2016.

## **HIRING OF PROBATIONARY PART-TIME OFFICER**

I will be recommending the hiring of Part-Time Officer Patrick Leedle. Leedle is a retired police officer from Wayne County and is currently working part-time for the Washtenaw County Sheriff's Department in their Civil Division handling court evictions – he is also working with their Marine Division as a Marine Safety Officer. Leedle comes to us with many years of Law Enforcement experience and training and will be a valued addition to our department. Leedle has satisfactorily completed the required pre-employment testing including an interview, background investigation as well as a medical and drug screening test.

## **PURCHASE OF KEYSKAN ACCESS CONTROL SYSTEM**

One of the long-term goals of the police and fire departments was to have better access control to the public safety building and the other sub stations/buildings that are not staffed regularly. With the ever increasing times of heightened security concerns, as well as, our public buildings being utilized for various public functions and meetings, we looked for a solution to be able to monitor who is coming and going and who is authorized to be there.

So instead of the ongoing issues we're faced with issuing keys to authorized people and never knowing if the key is returned or duplicated, we turned our attention to purchasing a Keyscan Access Control System. We looked at a couple of vendors for a solution and chose A.S.C. Security Systems because of the recommendations from other public safety entities, the cost, and ease of use with the system.

Once installed, authorized personnel would be issued a keyscan badge I.D. that would allow them access to all the places that they are allowed to be. The system would then monitor and log when that person enters a particular location, door or room via the keyscan badge. There would be no more issuing keys, changing codes or coming back to open doors for meetings; everyone authorized to have access, would now have their own badge. With this system, you can easily control permissions with the click of a mouse; giving and taking away permissions as needed – you can even restrict times they are allowed to be there.

Right now, the system is broken down in 3 different proposals. The Public Safety Building would cover the installation of all the entry/exit locations in the building, the various secure rooms, equipment and prox cards – cost \$49,032.99. The Senior Center building cost would cover the same, installation of all the entry/exit doors in the building and equipment – cost \$2,566.61. Fire Station #2 would be the same as the Public Safety Building and Senior Center for a cost of \$2,801.34. In total, 47 doors throughout the Townships building would be covered. The Control access computer that controls the Senior Center and Fire Station#2 would be

housed in the public safety building and controlled through the use of a remote connection via the internet. This cost is a budgeted line item and would be funded from the Federal Forfeiture Fund.

No additional information to report.

Thank you.

**MICHIGAN VEHICLE CODE (EXCERPT)**  
**Act 300 of 1949**

\*\*\*\*\* 257.217c THIS SECTION IS AMENDED EFFECTIVE SEPTEMBER 7, 2015: See 257.217c.amended  
\*\*\*\*\*

**257.217c Acquisition of salvage, distressed, or older model vehicles; issuance of salvage or scrap certificates of title; salvage vehicle inspections; sale of vehicles; notice of designation as scrap vehicle; removal of scrap vehicle from state; determination of repair and labor costs; vehicle inspection fee; "actual cash value" defined.**

Sec. 217c. (1) The secretary of state may conduct periodic reviews of the records of a dealer to determine whether adequate notice is given to a transferee or lessee of a rebuilt salvage vehicle of that vehicle's prior designation as a salvage vehicle. The secretary of state may request an insurance company to provide copies of salvage title documents and claims reports involving major component parts to assist the secretary of state in monitoring compliance with this act.

(2) Except for a late model vehicle that has been stolen and recovered and that has no major component part removed, missing, or destroyed, or damaged and not salvageable, an insurance company licensed to conduct business in this state that acquires ownership of a late model vehicle through the payment of a claim shall proceed under either of the following:

(a) If the insurance company acquires ownership of the vehicle through payment of a claim, the owner of the vehicle shall assign the certificate of title to the insurance company which shall do all of the following:

(i) Surrender a properly assigned certificate of title to the secretary of state.

(ii) If the estimated cost of repair, including parts and labor, is equal to or more than 75% but less than 91% of the predamaged actual cash value of the vehicle, apply for a salvage certificate of title, and if the estimated cost of repair, including parts and labor, is equal to or greater than 91% of the predamaged actual cash value of the vehicle, apply for a scrap certificate of title. The insurance company shall not sell the vehicle without first receiving a salvage or scrap certificate of title, which shall be assigned to the buyer. An insurance company may assign a salvage or scrap certificate of the title only to an automotive recycler, used or secondhand vehicle parts dealer, foreign salvage vehicle dealer, or vehicle scrap metal processor.

(b) If after payment of a total loss claim the insurance company permits the owner of the vehicle to retain ownership, the insurance company shall do all of the following:

(i) If the estimated cost of repair, including parts and labor, is equal to or greater than 75% but less than 91% of the predamaged actual cash value of the vehicle, require each owner of the vehicle to sign an application for a salvage certificate of title, or if the estimated cost of repair, including parts and labor, is equal to or greater than 91% of the predamaged actual cash value of the vehicle, require each owner of the vehicle to sign an application for a scrap vehicle certificate of title.

(ii) Attach the owner's certificate of title to the application for a salvage or scrap certificate of title or have the owner certify that the certificate of title is lost.

(iii) On behalf of the owner, apply to the secretary of state for a salvage or scrap certificate of title in the name of the owner. The owner shall not sell or otherwise dispose of the vehicle without first receiving a salvage or scrap certificate of title, which shall be assigned to the buyer. An insurance company may assign a salvage or scrap certificate of title only to an automotive recycler, used or secondhand vehicle parts dealer, foreign salvage vehicle dealer, or vehicle scrap metal processor.

(3) If an insurance company acquires ownership of a vehicle other than a late model vehicle through payment of damages due to an accident, the company shall surrender a properly assigned title to the buyer upon delivery.

(4) If a dealer acquires ownership of a late model vehicle that is a distressed vehicle from an owner, the dealer shall receive an assigned certificate of title. If the assigned certificate of title is not a salvage or scrap certificate of title, the dealer, other than a vehicle scrap metal processor, shall surrender the assigned certificate of title to the secretary of state, and if the estimated cost of repair, including parts and labor, is equal to or greater than 75% but less than 91% of the predamaged actual cash value of the vehicle, apply for a salvage certificate of title, or if the estimated cost of repair, including parts and labor, is equal to or greater than 91% of the predamaged actual cash value of the vehicle, apply for a scrap certificate of title within 5 days after the dealer receives the assigned certificate of title. The dealer may sell a salvage vehicle to another automotive recycler, used or secondhand vehicle parts dealer, foreign salvage vehicle dealer, or vehicle scrap metal processor by assigning the salvage certificate of title to the buyer. Unless the vehicle is rebuilt, inspected, and recertified pursuant to this section, if the vehicle is sold to a buyer other than a dealer, application shall be made for a salvage certificate in the name of the buyer in the manner provided in this act.

The dealer may sell a scrap vehicle only to a vehicle scrap metal processor. A vehicle scrap metal processor shall surrender an assigned certificate of title to the secretary of state within 30 days after acquiring a vehicle for which a certificate of title was received. A vehicle scrap metal processor shall surrender an assigned salvage or scrap certificate of title to the secretary of state within 30 days after acquiring a vehicle for which a salvage or scrap certificate of title was received and report that the vehicle was destroyed or scrapped.

(5) An application for a scrap certificate of title shall be made on a form prescribed by the secretary of state accompanied by a fee of \$15.00. The application shall contain all of the following:

- (a) The complete name and current address of the owner.
- (b) A description of the vehicle, including its make, style of body, model year, fee category or weight, color, and vehicle identification number.
- (c) If the vehicle is a late model vehicle, a listing of each major component part that was not salvageable.
- (d) Further information as may reasonably be required by the secretary of state.

(6) The scrap certificate of title shall authorize the holder of the document to transport but not drive upon a highway the vehicle or parts of a vehicle, and assign ownership to a vehicle scrap metal processor, automotive recycler, used or secondhand vehicle parts dealer, or foreign salvage vehicle dealer. A certificate of title shall not again be issued for this vehicle. A person shall not rebuild or repair a scrap vehicle and allow it to retain the original vehicle identification number.

(7) If a person, other than a dealer or insurance company that is subject to subsection (2) or (4), acquires ownership of a distressed, late model vehicle, the person shall surrender the title or assigned certificate of title to the secretary of state, and if the estimated cost of repair, including parts and labor, is equal to or greater than 75% but less than 91% of the predamaged actual cash value of the vehicle, apply for a salvage certificate of title, or if the estimated cost of repair, including parts and labor, is equal to or greater than 91% of the predamaged actual cash value of the vehicle, apply for a scrap certificate of title before the vehicle may be transported.

(8) An owner of a vehicle may determine that a vehicle is a scrap vehicle or a salvage vehicle without making any determination as to the actual cash value of the vehicle.

(9) If a leasing company, vehicle manufacturer, insurance company not licensed to do business in this state, association, repossession company, self-insured owner, financial institution, governmental entity, or other company, institution, or entity, owns a distressed, late model vehicle, the titleholder shall surrender the title or assigned certificate of title to the secretary of state and apply for a salvage certificate of title if the retail cost of repair, including parts and labor, is equal to or greater than 75% but less than 91% of the predamaged actual cash value of the vehicle, or if the retail cost of repair, including parts and labor, is equal to or greater than 91% of the predamaged actual cash value of the vehicle, apply for a scrap certificate of title, before the vehicle may be transported or sold. If ownership is transferred, the owner shall sell the vehicle only to a dealer who is eligible to buy a salvage or scrap vehicle in this state unless the owner complies with subsection (12). When a leasing company, vehicle manufacturer, insurance company not licensed to do business in this state, association, repossession company, self-insured owner, financial institution, governmental entity, or other company, institution, or entity, estimates the repair of a distressed, late model vehicle for the purpose of determining whether to apply for a salvage or scrap certificate of title, a complete record of the estimate and, if the vehicle is repaired before a transfer of ownership, a complete record of the actual cost of the repairs performed and by whom shall be maintained for a minimum of 5 years by the leasing company, vehicle manufacturer, insurance company not licensed to do business in this state, association, repossession company, self-insured owner, financial institution, governmental entity, or other company, institution, or entity. The estimates and repair records required by this subsection shall be available for unannounced inspections by a law enforcement agency or a representative of the secretary of state. The secretary of state may request a leasing company, vehicle manufacturer, insurance company not licensed to do business in this state, association, repossession company, self-insured owner, financial institution, governmental entity, or other company, institution, or entity to provide copies of title documents, repair estimates, claims reports involving major component parts, and actual cash value determination documents to assist the secretary of state in monitoring compliance with this act.

(10) An application for a salvage certificate of title shall be made on a form prescribed by the secretary of state accompanied by a fee of \$10.00. The application shall contain all of the following:

- (a) The complete name and current address of the owner.
- (b) A description of the vehicle, including its make, style of body, model year, fee category or weight, color, and vehicle identification number.
- (c) An estimate of the cost repair, including parts and labor, and an estimate of the predamaged actual cash value of the vehicle.
- (d) If the vehicle is a late model vehicle, a listing of each major component part that was not salvageable.

(e) Further information as may reasonably be required by the secretary of state.

(11) The secretary of state shall issue and mail the salvage certificate within 5 business days after the time the application is received at the secretary of state's office in Lansing. Each salvage certificate of title shall include a listing of each major component part that was not salvageable.

(12) A salvage certificate of title authorizes the holder of the title to possess, transport, but not drive upon a highway, and transfer ownership in, a vehicle. The secretary of state shall not issue a certificate of title or registration plates for a vehicle for which a salvage certificate of title was issued unless a specially trained officer described in subsection (14) certifies all of the following:

- (a) That the vehicle identification numbers and parts identification numbers are correct.
- (b) That the applicant has proof of ownership of repair parts used.
- (c) That the vehicle complies with the equipment standards of this act.

(13) The certification required by subsection (12) shall be made on a form prescribed and furnished by the secretary of state in conjunction with the department of state police and shall accompany the application that is submitted to the secretary of state for a certificate of title. An application for a certificate of title shall contain a description of each salvageable part used to repair the vehicle and any identification number affixed to or inscribed upon the part as required by state or federal law. Upon satisfactory completion of the inspection as required by the secretary of state and other requirements for application, the secretary of state shall issue a certificate of title for the vehicle bearing the legend "rebuilt salvage".

(14) An officer specially trained as provided by the secretary of state and authorized by the secretary of state to conduct a salvage vehicle inspection is either of the following:

- (a) An on-duty or off-duty police officer.
- (b) A previously certified police officer who is appointed by the local police agency as a limited enforcement officer to conduct salvage vehicle inspections. The local police agency shall give this officer access to the agency's law enforcement information network system and the authority to confiscate any stolen vehicle or vehicle parts discovered during an inspection. The local police agency may give the officer the authority to arrest a person suspected of having unlawful possession of a stolen vehicle or vehicle parts.

(15) The secretary of state shall issue a certificate to an officer who is specially trained as provided by the secretary of state to conduct salvage vehicle inspections. Only a person who has a valid certification from the secretary of state may perform salvage inspections. The secretary of state on his or her own initiative or in response to complaints shall make reasonable and necessary public or private investigations within or outside of this state and gather evidence against an officer who was issued a certificate and who violated or is about to violate this act or a rule promulgated under this act. The secretary of state may suspend, revoke, or deny a certificate after an investigation if the secretary of state determines that the officer committed 1 or more of the following:

- (a) Violated this act or a rule promulgated under this act.
- (b) Was found guilty of a fraudulent act in connection with the inspection, purchase, sale, lease, or transfer of a salvage vehicle.
- (c) Was found guilty of the theft, embezzlement, or misappropriation of salvage vehicle inspection fees.
- (d) Performed improper, careless, or negligent salvage vehicle inspections.
- (e) Ceased to function as a police officer because of suspension, retirement, dismissal, disability, or termination of employment.
- (f) Was convicted of a violation or attempted violation of 1986 PA 119, MCL 257.1351 to 257.1355.
- (g) Made a false statement of a material fact in his or her certification of a salvage vehicle inspection or any record concerning a salvage vehicle inspection.

(16) Upon receipt of the appropriate abstract of conviction from a court and without any investigation, the secretary of state shall immediately revoke the certificate of an officer who has been convicted of a violation or attempted violation of section 413, 414, 415, 535, 535a, or 536a of the Michigan penal code, 1931 PA 328, MCL 750.413, 750.414, 750.415, 750.535, 750.535a, and 750.536a, or has been convicted in federal court or in another state of a violation or attempted violation of a law substantially corresponding to 1 of those sections.

(17) If a dealer acquires ownership of an older model vehicle from an owner, the dealer shall receive an assigned certificate of title and shall retain it as long as he or she retains the vehicle. A vehicle scrap metal processor shall surrender an assigned certificate of title to the secretary of state within 30 days after the vehicle is destroyed or scrapped.

(18) A dealer selling or assigning a vehicle to a vehicle scrap metal processor shall make a record in triplicate on a form to be provided by the secretary of state in substantially the following form:

Scrap Vehicle Inventory:

SELLER: Dealer name \_\_\_\_\_

Dealer address \_\_\_\_\_  
 Dealer license number \_\_\_\_\_  
PURCHASER: Conveyed to: \_\_\_\_\_ Date \_\_\_\_\_  
 (Vehicle scrap metal processor)  
 Dealer address \_\_\_\_\_  
 Dealer license number \_\_\_\_\_  
 Vehicles

Model Year	Vehicle Make	VIN	Title Number	Dealer's Stock Number	Color
1. _____	_____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____	_____
etc.					

One copy shall be retained as a permanent record by the dealer, 1 copy shall be forwarded with the vehicle to be retained by the vehicle scrap metal processor, and 1 copy shall be forwarded to the secretary of state.

(19) A person, other than an automotive recycler, used or secondhand vehicle parts dealer, or a foreign salvage dealer, receiving a salvage certificate of title shall not sell the vehicle to anyone other than 1 of the following:

- (a) The vehicle's former owner.
- (b) A used or secondhand vehicle parts dealer.
- (c) A vehicle scrap metal processor.
- (d) A foreign salvage vehicle dealer licensed under this act.
- (e) An automotive recycler.

(20) A person receiving a scrap certificate of title shall not sell the vehicle to anyone other than 1 of the following:

- (a) An automotive recycler.
- (b) A vehicle scrap metal processor.
- (c) A foreign salvage vehicle dealer licensed under this act.
- (d) A used or secondhand vehicle parts dealer.

(21) The secretary of state may conduct periodic reviews of the records of a dealer to determine whether adequate notice is given to a transferee or lessee of a rebuilt salvage vehicle of that vehicle's prior designation as a salvage vehicle. The secretary of state may request an insurance company to provide copies of salvage title documents and claims reports involving major component parts to assist the secretary of state in monitoring compliance with this act.

(22) A licensed automotive recycler, used or secondhand vehicle parts dealer, vehicle scrap metal processor, vehicle salvage pool operator, distressed vehicle transporter, foreign salvage vehicle dealer, or broker who has removed a scrap vehicle from this state for the purpose of rebuilding the vehicle or selling or leasing the vehicle to a person other than a vehicle scrap metal processor, shall receive an automatic suspension of its dealer license and of any salvage vehicle agent's license assigned to that dealer for a period of 30 days. Upon receipt by the secretary of state of a written request from the dealer, the dealer shall have the right to an immediate hearing on the matter within that 30-day period.

(23) For the purpose of this section, the estimated costs of the repair parts shall be determined by using the current published retail cost of original manufacturer equipment parts or an estimate of the actual cost of the repair parts. The estimated labor costs shall be computed by using the hourly rate and time allocations which are reasonable and commonly assessed in the repair industry in the community where the repairs are performed.

(24) A police agency shall charge a fee for an inspection of a vehicle pursuant to subsection (12). Each local authority with a police agency shall determine the amount of the fee for inspections by that police agency, which shall not exceed \$100.00. The police agency shall credit the fee to the budget of that police agency and use the fee for law enforcement purposes that affect stolen vehicles, stolen vehicle parts, and salvage vehicle inspections. A local police agency shall compensate an off-duty and limited enforcement police officer for a salvage vehicle inspection.

(25) For the purpose of this section, "actual cash value" means the retail dollar value of a vehicle as determined by an objective vehicle evaluation using local market resources such as dealers or want ads or by an independent vehicle evaluation or vehicle appraisal service or by a current issue of a nationally recognized used vehicle guide for financial institution appraisal purposes in this state.

**History:** Add. 1978, Act 507, Eff. July 1, 1979;—Am. 1987, Act 238, Imd. Eff. Dec. 28, 1987;—Am. 1988, Act 255, Eff. Oct. 1, 1989;—Am. 1990, Act 96, Eff. Jan. 1, 1991;—Am. 1992, Act 118, Imd. Eff. June 26, 1992;—Am. 1992, Act 304, Imd. Eff. Dec. 21, 1992;—Am. 1993, Act 300, Eff. Jan. 1, 1994;—Am. 2002, Act 642, Eff. Jan. 1, 2003.

**Compiler's note:** For effective date of increases in certain fees, charges or taxes provided by this section, see MCL 257.817(1).

## **SALVAGE VEHICLE INSPECTOR AGREEMENT**

This Salvage Vehicle Inspector Agreement (“Agreement”) is made by and between the Township of Northfield (“Township”) and Jeno Okey (“Okey”) and is effective August 11, 2015. The parties agree as follows:

### **1. PURPOSE**

The purpose of this Agreement is to govern the relationship between the Township and with respect to Okey acting as a Limited Enforcement Officer (LEO) through the Township for the limited purpose of conducting salvage vehicle inspections pursuant to MCL 257.217c.

### **2. TERM**

This Agreement shall commence on August 11, 2015 and shall remain in effect on a month-to-month basis until it is terminated pursuant to Section 3 below.

### **3. TERMINATION OF AGREEMENT**

This Agreement shall end either immediately pursuant to Subsection A of this Section or with notice pursuant to Subsection B of this Section.

**A. Immediate Termination.** This Agreement shall end immediately without either party giving notice to the other party upon any of the following occurring:

1. Okey dies.
2. Okey’s certification from the Secretary of State to perform salvage vehicle inspections is suspended, revoked or denied.
3. Okey fails to pay the administrative fee as required and outlined in this Agreement.
4. Okey fails to maintain liability insurance as required by this Agreement.
5. The Northfield Township Public Safety Director determines in his sole discretion that Okey has acted in a fashion inconsistent with the Township’s interests in performing the services that are authorized pursuant to this Agreement.

#### **B. Termination by Notice**

Either party may terminate this Agreement by giving the other party at least thirty (30) days advance, written notice of its intent to terminate this Agreement. Notice shall be given as required by Section 9 of this Agreement.

**4. ADMINISTRATIVE FEE**

Okey shall pay the Township a non-refundable administrative fee of Twenty (\$20.00) Dollars per vehicle inspected for the cost of equipment maintenance, fees, services and paperwork processing provided by the Township in carrying out the terms of this Agreement. Okey shall pay this administrative fee every two weeks consistent with the police department's payroll schedule.

**5. AUTHORITY AND SERVICES TO BE PERFORMED**

Pursuant to MCL 257.217c, the Township appoints Okey to act as a Limited Enforcement Officer (LEO) for the limited purpose of conducting vehicle inspections and grants Okey the authority otherwise consistent with said appointment. By virtue of this appointment, Okey shall have the authority to access the Law Enforcement Information Network system (LEIN) through the Township's police department and shall have the authority to confiscate any stolen vehicle or vehicle parts discovered during an inspection. However, Okey is not authorized under this Agreement to arrest any person suspected of having unlawful possession of a stolen vehicle or vehicle parts. Instead of affecting any such arrest personally, Okey may only assist other appropriate law enforcement agencies or officers in making such arrests.

**6. LEGAL STATUS AND RELATIONSHIP OF THE PARTIES**

By virtue of this Agreement, Okey shall be an independent contractor of the Township who however, will receive a W2 Form from the Township for services he performs under this Agreement. Okey is not and shall not be an employee of the Township. This Agreement also does not form a partnership, joint venture or similar arrangement of any kind between the Township.

**7. PAYMENTS TO OKEY**

The Township shall charge other parties fees for services performed by Okey pursuant to this Agreement. The fees shall be subject to the requirements and limitations of MCL 257.271c(24). The Township shall compensate Okey in an amount equal to such fees since it is understood and agreed that the Township's consideration for items that it provides under this Agreement is the bi-weekly, administrative fee set forth in Section 4 of this Agreement.

**8. LIABILITY INSURANCE**

During the of this Agreement, Okey shall maintain commercial general liability insurance coverage as well as hired auto and non-auto liability insurance coverage on himself and the Township as an additional insured. The limits of liability shall be One Million (\$1,000,000.00) Dollars for the following type of coverage: general aggregate, products – completed operations aggregate, each occurrence, and hired auto and non-owned auto. The limits of liability shall be Three Hundred Thousand (\$300,000.00) Dollars for coverage for damage to

premises rented by Okey. The limits of liability shall be Ten Thousand (\$10,000.00) Dollars for coverage for medical payments.

**9. RIGHT TO AUDIT**

The Township and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Agreement kept by or under the control of the Okey, including, but not limited to those kept by Okey, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; Salvage Vehicle Inspection files, including all forms, receipts and documents relating to the salvage vehicle inspection process as defined by the State of Michigan Salvage Vehicle Inspection Manual.

Okey shall, at all times during the term of this Agreement and for a period of ten years after the completion of this Agreement, maintain such records, together with such supporting or underlying documents and materials. Okey shall at any time requested by Township, whether during or after completion of this Agreement, and at Okey's own expense make such records available for inspection and audit (including copies and extracts of records as required) by Township. Such records shall be made available to Township during normal business hours at the Township Offices [subject to a 14 day written notice]. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for Township.

**10. NOTICE**

Notices under this Agreement shall be in writing. Notice may be given by email, facsimile or certified mail. Notice shall be effective when received. Notice to the Township shall be given by sending it to the Township's Public Safety Director at his office email, office facsimile or office mailing address. Notice to Okey shall be given by sending it to Okey's email, facsimile or mailing address as provided by Okey.

**11. AMENDMENT**

This Agreement may only be amended or modified by further agreement in writing as mutually agreed by both parties.

**12. WAIVER**

No waiver of any right under this Agreement shall be effective unless agreed to in writing by both parties to this Agreement

**13. SEVERABILITY**

If any term, provision, covenant or condition in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated as a result of such decision.

**14. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding of the parties. It supersedes any oral representations that are inconsistent with or modify its terms or conditions.

For Northfield Township,

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Its: Township Manager  
Dated: July \_\_\_\_, 2015

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Jeno M. Okey  
Dated: July \_\_\_\_, 2015

## Memo

**To:** Northfield Township Board  
**From:** Howard Fink  
**Date:** 7/23/2015  
**Re:** Downtown Planning Group

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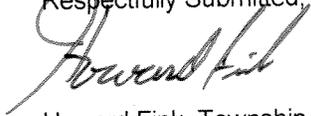
Dear Township Board,

Barb Griffith and I have met to discuss the creation of a Downtown Planning Group that will create a Downtown Master Plan. We are both in agreement that this is a good development for the Township. It is our hope that once complete, the various political entities and boards of the Township can agree on the plan, its projects and goals to create a unified vision for our Downtown. We are proposing the following committee be structured as such:

- 1 member from the Board of Trustees
- 1 member from the DDA
- 1 member from the Planning Commission
- 1 resident of the Downtown
- 1 member of the Parks and Recreation Commission
- 2 business owners in the Downtown

We know that planning efforts have been completed in the past, and many will wonder why we are re-inventing the wheel. At this time, I firmly believe there is little consensus on Downtown Planning Issues, and particularly, the tools to achieve a revitalization of the area. It is our hope that this plan will help consolidate some of the divergent methodologies, and create a plan that the community can embrace.

Respectfully Submitted,



Howard Fink, Township Manager

## Memo

**To:** Northfield Township Board

**From:** Howard Fink

**Date:** 7/23/2015

**Re:** Board Room Construction

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Dear Township Board,

At the last meeting, there seemed to be some consensus to look at moving the board room, and do so in a way that is cost effective. To do so, I believe we would need the following improvements; carpet, lighting upgrades, painting, construction of a partition wall and installation of entry and exit doors, and some audio/visual upgrades. I am working on getting quotes for these items. While not complete, the following quotes are included; carpet and lighting.

Respectfully Submitted,



Howard Fink, Township Manager

## Memo

**To:** Northfield Township Board  
**From:** Howard Fink  
**Date:** 7/23/2015  
**Re:** DDA Appointments

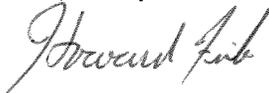
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Dear Township Board,

The Northfield Township DDA traditionally has had nine members (must be more than 8 and not less than 12). I recommend keeping that policy, as nine is an odd number and prevents a tie vote. Currently, there are 8 members on the DDA. Two appointments are up; Earl LaFave and Doug Wilbur. I have attached a letter from Earl indicating he wishes to remain on the DDA. I have communicated with Doug Wilbur and he too wishes to remain on the DDA.

At least for the one appointment that is not filled, I recommend advertising for individuals interested. Please note; the Supervisor appoints and the Board of Trustees ratifies. I have attached the statute for your information.

Respectfully Submitted,



Howard Fink, Township Manager

**DOWNTOWN DEVELOPMENT AUTHORITY (EXCERPT)**  
**Act 197 of 1975**

**125.1654 Board; appointment, terms, and qualifications of members; vacancy; compensation and expenses; election of chairperson; appointment as public official; oath; conducting business at public meeting; public notice; special meetings; removal of members; review; expense items and financial records; availability of writings to public; single board governing all authorities; member as resident or having interest in property; planning commission serving as board in certain municipalities; modification by interlocal agreement.**

Sec. 4. (1) Except as provided in subsections (7), (8), and (9), an authority shall be under the supervision and control of a board consisting of the chief executive officer of the municipality and not less than 8 or more than 12 members as determined by the governing body of the municipality. Members shall be appointed by the chief executive officer of the municipality, subject to approval by the governing body of the municipality. Not less than a majority of the members shall be persons having an interest in property located in the downtown district or officers, members, trustees, principals, or employees of a legal entity having an interest in property located in the downtown district. Not less than 1 of the members shall be a resident of the downtown district, if the downtown district has 100 or more persons residing within it. Of the members first appointed, an equal number of the members, as near as is practicable, shall be appointed for 1 year, 2 years, 3 years, and 4 years. A member shall hold office until the member's successor is appointed. Thereafter, each member shall serve for a term of 4 years. An appointment to fill a vacancy shall be made by the chief executive officer of the municipality for the unexpired term only. Members of the board shall serve without compensation, but shall be reimbursed for actual and necessary expenses. The chairperson of the board shall be elected by the board. The rules of procedure or the bylaws of the authority may provide that a person be appointed to the board in his or her capacity as a public official, whether appointed or elected. The rules of procedure or bylaws may also provide that the public official's term shall expire upon expiration of his or her service as a public official. In addition, the public official's membership on the board expires on his or her resignation from office as a public official.

(2) Before assuming the duties of office, a member shall qualify by taking and subscribing to the constitutional oath of office.

(3) The business which the board may perform shall be conducted at a public meeting of the board held in compliance with the open meetings act, 1976 PA 267, MCL 15.261 to 15.275. Public notice of the time, date, and place of the meeting shall be given in the manner required by the open meetings act, 1976 PA 267, MCL 15.261 to 15.275. The board shall adopt rules consistent with the open meetings act, 1976 PA 267, MCL 15.261 to 15.275, governing its procedure and the holding of regular meetings, subject to the approval of the governing body. Special meetings may be held if called in the manner provided in the rules of the board.

(4) Pursuant to notice and after having been given an opportunity to be heard, a member of the board may be removed for cause by the governing body. Removal of a member is subject to review by the circuit court.

(5) All expense items of the authority shall be publicized monthly and the financial records shall always be open to the public.

(6) In addition to the items and records prescribed in subsection (5), a writing prepared, owned, used, in the possession of, or retained by the board in the performance of an official function shall be made available to the public in compliance with the freedom of information act, 1976 PA 442, MCL 15.231 to 15.246.

(7) By resolution of its governing body, a municipality having more than 1 authority may establish a single board to govern all authorities in the municipality. The governing body may designate the board of an existing authority as the board for all authorities or may establish by resolution a new board in the same manner as provided in subsection (1). A member of a board governing more than 1 authority may be a resident of or have an interest in property in any of the downtown districts controlled by the board in order to meet the requirements of this section.

(8) By ordinance, the governing body of a municipality that has a population of less than 5,000 may have the municipality's planning commission created pursuant to former 1931 PA 285 or the Michigan planning enabling act, 2008 PA 33, MCL 125.3801 to 125.3885, serve as the board provided for in subsection (1).

(9) If a municipality enters into an agreement with a qualified township under section 3(7), the membership of the board may be modified by the interlocal agreement described in section 3(7).

**History:** 1975, Act 197, Imd. Eff. Aug. 13, 1975;— Am. 1978, Act 521, Imd. Eff. Dec. 20, 1978;— Am. 1985, Act 159, Imd. Eff. Nov. 15, 1985;— Am. 1987, Act 66, Imd. Eff. June 25, 1987;— Am. 2005, Act 115, Imd. Eff. Sept. 22, 2005;— Am. 2006, Act 279, Imd. Eff. July 7, 2006;— Am. 2012, Act 396, Imd. Eff. Dec. 19, 2012.

## Howard Fink

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**From:** Earl Lafave [earll@beckcompanies.net]  
**Sent:** Thursday, July 23, 2015 1:51 PM  
**To:** finkh@twp.northfield.mi.us  
**Subject:** Reappointment to DDA

To: Howard Fink- Township Manager  
Re: Downtown Development Authority

Please let this email letter act as a notice of my intent to continue to serve on the Northfield DDA for another term. I look forward to continue contributing to the overall success of the Northfield Downtown Development Authority.

Sincerely,  
Earl LaFave

Earl Lafave  
President  
Green Oak Properties, Inc.  
Ph: 248-486-8110  
Fx: 248-486-8115  
[Earll@BeckCompanies.net](mailto:Earll@BeckCompanies.net)

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DATE: 7/23/15  
TO: Northfield Township Board  
FROM: William SaintAmour, Executive Director, Cobalt

RE: Township Survey

Below are the draft research objectives for the Board's review and approval. The planning commission reviewed the objectives. Cobalt staff have used these to guide the development of the survey questions themselves. Below are the objectives for your review:

- Give the Township Board and Planning Commission useful information to guide their decisions.
- Broadly determine whether the residents of Northfield Township want more residential development in the township and measure the strength of their opinions.
- To guide planning, by identifying which features of an ideal future township are the most important to residents.
- Determine if and how the respondents' location affects their opinions.
- Determine how the possible location of residential development affects opinions.
- Determine the relative strength of opinions regarding how people perceive they might benefit from development and preservation.
- Determine the relative strength of opinions about what is good for the community.
- Identify other reasons why people oppose or support more development.
- Determine if and how demographic status (age, income, education, gender) affect opinions.
- Test residents' tolerance for the cost of implementing their top priorities.

In addition, attached you will find the draft survey and cover letter. Please note that the final proofing and layout will occur once the Board has approved the questions, as we will be making final edits and minor production adjustments to the layout. Once the Board approves the questions, then results will be available in about six weeks.

Thank you again for the opportunity to work with the Township, and we look forward to your feedback.

**NORTHFIELD TOWNSHIP: RESPONSE REQUESTED**  
**2015 PUBLIC OPINION STUDY**  
C/O Cobalt Community Research  
1134 Municipal Way | Lansing, MI 48917

You may complete this assessment online:  
**[www.CobaltCommunityResearch.org/NORTHFIELD](http://www.CobaltCommunityResearch.org/NORTHFIELD)**

Study ID: **[ID]**

Your response will be strictly  
confidential – your name will  
not be released for any purpose

**DUE: Before X/XX/2015**

Dear [NAME]:

Please take a few minutes to help guide planning efforts in Northfield Township. It is very important that we hear from you.

Enclosed is a short study questionnaire that takes fewer than 10 minutes to complete. Please return the questionnaire in the enclosed postage-paid envelope **before Xxx XX, 2015**.

Your feedback is very important. It will help the Township make decisions that will have the greatest benefit to the community and help ensure tax dollars are being spent wisely.

This questionnaire may be completed online at [www.CobaltCommunityResearch.org/NORTHFIELD](http://www.CobaltCommunityResearch.org/NORTHFIELD). Once on the study page, type in the study ID number shown at the top of this letter. The study ID number helps us ensure we hear from you, but your response will be **strictly confidential** – Cobalt will not release or share your name with the Township for any purpose.

If you do not have a computer, you may use the computers at the public library. If you would like to review the Township's Master Plan, it is available at [www.twp.northfield.mi.us](http://www.twp.northfield.mi.us).

Northfield Township and Cobalt Community Research are working together on this study. Cobalt is a 501c3 nonprofit organization created to help governmental and nonprofit organizations measure, benchmark and manage their efforts through high-quality, affordable research.

If you have questions on this study, please contact the Township at (xxx) xxx-xxxx. Thank you for your cooperation and your insight.

**2015 NORTHFIELD TOWNSHIP PLANNING EVALUATION DRAFT 3**

Please take a few minutes to share your preferences and thoughts to support the Township's planning efforts. All answers will remain confidential, and your identity will not be shared with the Township. For reference to the current Master Plan, visit [www.twp.northfield.mi.us](http://www.twp.northfield.mi.us). Thank you!

**Planning**

1. Please identify up to **seven (7)** features, characteristics and services you would like to see the Township prioritize as they review long-term planning choices. **(Mark up to 7.)**

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Encourage more commercial development                        | <input type="checkbox"/> Provide additional public parks, beach and recreational facilities | <input type="checkbox"/> Encourage more local events such as festivals, music, sports and arts |
| <input type="checkbox"/> Improve the appearance of downtown Whitmore Lake             | <input type="checkbox"/> Emphasize agricultural land use                                    | <input type="checkbox"/> Develop more farmer/artisan's market opportunities                    |
| <input type="checkbox"/> Maintain/expand walking and biking trails                    | <input type="checkbox"/> Maintain current lot size requirements                             | <input type="checkbox"/> Develop downtown space for farmer/artisan market, gatherings, etc.    |
| <input type="checkbox"/> Maintain/expand sidewalks                                    | <input type="checkbox"/> Implement township-wide garbage and recycling services             | <input type="checkbox"/> Provide municipal water   |
| <input type="checkbox"/> Maintain/improve roads                                       | <input type="checkbox"/> Provide more housing for seniors                                   | <input type="checkbox"/> Attract/retain more young people                                      |
| <input type="checkbox"/> Expand public transportation options                         | <input type="checkbox"/> Provide more housing for young families                            | <input type="checkbox"/> Lower taxes   |
| <input type="checkbox"/> Preserve natural features and habitat for plants and animals | <input type="checkbox"/> Provide more affordable housing                                    | <input type="checkbox"/> None of these   |

2. Based on your selections above, which strategies should the Township pursue to implement your preferences? **(Mark all that apply.)**

- |   |   |
|---|---|
| <input type="checkbox"/> Modest increase in local fees and taxes  | <input type="checkbox"/> Expand the tax base through additional residential development in existing residential-zoned areas |
| <input type="checkbox"/> Modest increase in local fees and taxes localized to those living in the area affected           | <input type="checkbox"/> Expand the tax base through more intense commercial/industrial development?                        |
| <input type="checkbox"/> Expand the tax base through additional residential development in rural/agricultural-zoned areas | <input type="checkbox"/> Elimination/consolidation of major Township services   |
|   | <input type="checkbox"/> None of these  |

3. What types of businesses would you most welcome into Northfield Township? **(Mark all that apply.)**

- |  |   |
|--|---|
| <input type="checkbox"/> Essential services (grocery, dry cleaners, hardware, etc.)            | <input type="checkbox"/> Research/office space                              |
| <input type="checkbox"/> Specialty shops/boutiques   | <input type="checkbox"/> Industrial   |
| <input type="checkbox"/> Restaurants (independent)   | <input type="checkbox"/> Specialty or niche farms (organic farms, etc.)     |
| <input type="checkbox"/> Restaurants (chains/national brand)                                   | <input type="checkbox"/> Mixed use (combination residential and commercial) |
| <input type="checkbox"/> Entertainment venues (movie theaters, night clubs, skate parks, etc.) | <input type="checkbox"/> None, there is enough commercial development       |
| <input type="checkbox"/> Big box stores (Home Depot, Sears, Meijer, etc.)                      | <input type="checkbox"/> Other (please specify)                             |

Please specify:

4. Which types of residential housing should the Township encourage as it begins its review of zoning and the Master Plan (which is updated every 5 years)? **(Mark all that apply.)**

- |   |   |
|---|---|
| <input type="checkbox"/> Apartments                                   | <input type="checkbox"/> Large single-family homes clustered together |
| <input type="checkbox"/> Duplexes                                     | <input type="checkbox"/> Small single-family homes spaced out         |
| <input type="checkbox"/> Townhouses                                   | <input type="checkbox"/> Large single-family homes spaced out         |
| <input type="checkbox"/> Small single-family homes clustered together |   |

5. If some current rural/agricultural areas were rezoned for residential use, which lot size should be the minimum allowed for people to build upon?

- |  |                                   |                                  |   |
|--|-----------------------------------|----------------------------------|---|
| <input type="checkbox"/> No preference | <input type="checkbox"/> 1/2 acre | <input type="checkbox"/> 3 acres | <input type="checkbox"/> 5 acres or larger (current requirement for agricultural areas) |
| <input type="checkbox"/> 1/4 acre      | <input type="checkbox"/> 1 acre   | <input type="checkbox"/> 4 acres |   |
| <input type="checkbox"/> 1/3 acre      | <input type="checkbox"/> 2 acres  |                                  |   |

6. Please identify up to four (4) aspects of residential development that are most important to you. (Mark up to 4.)

- |  |  |
|--|--|
| <input type="checkbox"/> If it is only in those areas already zoned for it in the master plan  | <input type="checkbox"/> If it supports the types of housing needed in the Township  |
| <input type="checkbox"/> If it was in a part of the Township other than mine   | <input type="checkbox"/> If it attracts more businesses offering the goods and services I want   |
| <input type="checkbox"/> If it was in my part of the Township  | <input type="checkbox"/> If it greatly benefits the Township through increased tax revenue, beautification, improved services and facilities, etc.                                       |
| <input type="checkbox"/> If the development would not affect me financially, for example, it does not increase property taxes and fees | <input type="checkbox"/> If Township officials can demonstrate the costs of installing and maintaining a project's infrastructure (such as sewer) will not increase costs to other users |
| <input type="checkbox"/> If I may benefit financially, for example, by lower property taxes and fees                                   |  |
| <input type="checkbox"/> If it resulted in new amenities, such as parks and trails   |  |

7. In your opinion, regardless of your position, what are two (2) of the best arguments **against** more residential development? (Mark up to 2.)

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Increase demand on Township services such as public safety  | <input type="checkbox"/> May increase pollution     | <input type="checkbox"/> Development should take place only in those areas currently planned for it |
| <input type="checkbox"/> Possible loss of property values                            | <input type="checkbox"/> Reduction of farmland      | <input type="checkbox"/> Loss of our rural character  |
| <input type="checkbox"/> Increase pressure on infrastructure such as sewer and roads | <input type="checkbox"/> Reduction of open space    | <input type="checkbox"/> Other (please specify below)   |
| <input type="checkbox"/> May increase traffic congestion                             | <input type="checkbox"/> Reduction of habitat       |   |
|  | <input type="checkbox"/> Do not want more neighbors |   |

8. If you marked "Other" above, what other reasons do you have **against** more development in the Township? (Please print clearly)

9. In your opinion, regardless of your position, what are two (2) of the best arguments **in favor** of more residential development? (Mark up to 2.)

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Availability of more and better housing                 | <input type="checkbox"/> May improve the affordability of housing                                   | <input type="checkbox"/> Increase the tax base                     |
| <input type="checkbox"/> Possible increase in property values                    | <input type="checkbox"/> May attract additional spending and investment in local shops and services | <input type="checkbox"/> May attract retail and service businesses |
| <input type="checkbox"/> May fund better maintained infrastructure and amenities | <input type="checkbox"/> Brings more students and funding for local schools                         | <input type="checkbox"/> May provide more local jobs               |
| <input type="checkbox"/> Fund new infrastructure and amenities                   |   | <input type="checkbox"/> Other (please specify below)              |

10. If you marked "Other" above, what other reasons do you have **in favor** of more development? (Please print clearly)

11. The Township is currently studying whether a change to the Future Land Use Plan (known as the Master Plan) is in the best interests of the citizens of the Township to allow a 461 acre subdivision development in the SE corner of the Township. The land is currently planned for agriculture. The developer has requested that the Master Plan be changed to allow homes to be built on lots smaller than one acre with sewer service. Should the Township continue to consider this development?

- |   |   |
|---|---|
| <input type="checkbox"/> No, the Township should not approve a change to the Master Plan for this development   | <input type="checkbox"/> Not sure and would like more information |
| <input type="checkbox"/> Yes, the Township should continue consideration of a change to the Master Plan for this development and work through appropriate details | <input type="checkbox"/> I have no opinion on the development     |

Infrastructure

12. Is **traffic congestion** in the Township a regular problem for you?

- Yes  No

If yes, please note where you have the problem:

13. The Township's **sewer treatment** commitment to current users is currently over its maximum capacity. It will cost an estimated \$2.5 to \$3 million for a storage tank to meet that commitment. Those funds will come from user fees. Should Northfield Township plan for an additional expansion to allow for more users with homes that require sewer service (those on less than 1 acre)?

- Yes  No

14. Please briefly share any other thoughts you would like the Township to consider in their planning efforts? (Please print clearly)

All answers below will remain strictly confidential and will not be used to identify you.

15. What is your gender?

- Female  Male

16. What is your age group?

- 18 to 24  25 to 34  35 to 44  45 to 54  55 to 64  65 or over

17. Which of the following categories best describes your level of education?

- Did not graduate high school  High school graduate  Some college, no degree  Associate's degree  Bachelor's degree  Graduate/professional degree

18. What is your current employment status?

- Homemaker /stay at home parent  Unemployed  Self-employed  Retired  Employed

19. How long have you been living in this community?

- Less than 1 year  1-5 years  6-10 years  11-20 years  21-30 years  More than 30 years

20. Do you own or rent/lease your residence?

- Own  Rent/Lease

21. Please select the term that best describes your residence:

- Single family (less than 1 acre lot)  Apartment  Other  
 Single family (1 to 5 acre lot)  Manufactured home  
 Single family (5+ acre lot)  Attached condominium or duplex

22. Which section of the Township best describes where you live?

- West of Spencer, North of N Territorial Rd W  East of Spencer, North of 5 Mile Rd  
 West of Spencer, South of N Territorial Rd W  East of Spencer, South of 5 Mile Rd

Thank you for your time. Please return this assessment in the postage-paid envelope provided.