

# NORTHFIELD TOWNSHIP BOARD AGENDA

## NOTICE OF SPECIAL MEETING

**July 26, 2016 - - 6:15 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

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### AGENDA ITEMS

1. Closed Session: To receive a written attorney-client privileged communication, pursuant to MCL 15.268(8)(h)
2. Possible action as a result of Closed Session +

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 BOARD WORKSHOP AGENDA

July 26, 2016 - - 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

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## PRESENTATION:

1. Benjamin J. Fineman, President - Michigan Broadband Cooperative

## AGENDA ITEMS:

1. People's Express
2. Fire Department Capital Improvement Plan (CIP)
3. Main Street Sidewalk Project
4. Repaving of Parking Lot at 75 Barker

## DISCUSSION ITEMS:

1. National Staffing Lease at 75 Barker
2. Parking at 75 Barker/Driftwood Marina

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.

## Memo

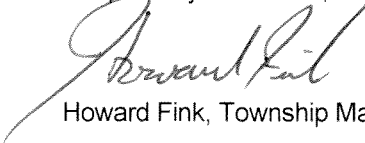
**To:** Northfield Township Board  
**From:** Howard Fink  
**Date:** 7/21/2016  
**Re:** Broadband Initiative

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Dear Township Board,

Over the years, there has been a lot of talk regarding Broadband Availability in Northfield Township, particularly in the rural areas. Ben Fineman has organized an organization working on this very issue. I have invited him to give a presentation to the board and help us understand some of the things we might be able to do to actually solve the problem. I have heard the presentation and Ben speak on this issue, and I am quite impressed. Many communities have moved forward on this issue in a proactive way. I believe Northfield should get involved and see where we might be able to think creatively on how to get better service in our rural areas.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Howard Fink", written in black ink.

Howard Fink, Township Manager

## Memo


**To:** Northfield Township Board  
**From:** Howard Fink  
**Date:** 7/21/2016  
**Re:** Peoples Express

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Dear Township Board,

At the previous meeting, the board wanted to have a contract to discuss for People's Express. The contract is the same as the previous year, unless the board wishes changes to be made. Please let me know how I may be of assistance in this matter or if you need any information researched. Ultimately, this is a policy decision of the board regarding allocation of resources.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Howard Fink".

Howard Fink, Township Manager

## 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>, 2016 and expires December 31<sup>st</sup>, 2016.

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### 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 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 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 vehicles in amounts not less than the

following:

Three Million (\$3,000,000.00) 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. 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.

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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 sites 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.

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.

12. Governing Laws

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

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.

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.

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

**PEOPLE'S EXPRESS**

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By: Douglas Anderson

Its: DIRECTOR

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

**NORTHFIELD TOWNSHIP**

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By: Marilyn Engstrom

Its: SUPERVISOR

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

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By: Howard Fink

Its: MANAGER

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

## Memo

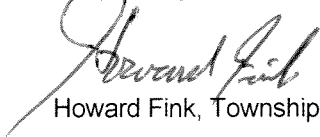
**To:** Northfield Township Board  
**From:** Howard Fink  
**Date:** 7/20/2016  
**Re:** Fire Apparatus

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Dear Township Board,

Two meetings ago, Chief William Wagner presented his Capital Improvement Plan which consisted of re-organizing the fire department apparatuses. I am recommending that the Board allocate \$250,000 for the purchase of a new ladder / pumper truck. These dollars will be allocated from existing fund balance. Once the allocation is authorized, the board will need to determine what the fund balance percentage will be moving forward. I recommend a 50% fund balance until such a time when we re-pay the general fund for the Van Curler Property.

Respectfully Submitted,



Howard Fink, Township Manager

## Northfield Township Fire Department

### Apparatus Replacement Plan

The Northfield Township Fire Department recently made its last payment of a loan used to purchase 3 pieces of fire apparatus. While I am opposed to taking out loans for apparatus I am not judging the decisions made by previous Fire Chiefs or Boards.

Because of the state of the budget and economy over the recent years it has been difficult put ourselves in a position to plan for future purchases because the recent goals have been to try to provide the service of fire suppression, medical response and rescue.

The Fire Department is in desperate need of a plan to start replacing is large cost pieces of apparatus. The plan I submit will be a complete change of the current number and type of apparatus and equipment.

Starting with the most expensive apparatus, we currently have 2 tankers and 2 engines. I would propose to replace these 4 pieces of apparatus with 2- Engine/ Tanker combos (1 for each station). Currently our tankers are generally used only for the purpose of carrying water to the fire from the station or a water source. There is minimal equipment on those trucks for the actual fire scene operations such as saws, ladders and scba's. Our current tankers only carry 1800 gallons of water. The minimum generally accepted amount is 2500 gallons. We cannot even participate in a MABAS tanker task force because both tankers don't carry the minimum amount of water and 1 of the tankers only has a pump capacity of 500 gpm. Our current Engines carry 1,000 gallons of water in the water tank and the appropriate equipment to meet NFPA 1901 which sets the standard for fire apparatus. When combining these two types of apparatus like all area fire departments have done the trucks appear much larger. I would propose an Engine/Tanker combo that meets NFPA 1901 and carries 2,500 gallons of water. The spread sheet attached to this document shows the ages of the current apparatus. I would propose for the budget year 2016/2017 the selling of E8-1 and T8-1 and replacing those with the above mentioned Engine/Tanker combo. I will discuss the plan for purchasing this below.

The next most needed replacement will be of the Rescue trucks. We currently have two nearly identical rescue trucks at each station. These were two of the three trucks that have just been paid off. I would propose replacing the R8-2 with a Utility pickup truck that will have brush fire fighting capability in the spring season. We believe we can trade this rescue truck in and purchase a new ¾ ton pick-up and purchase a slid-in water tank and pump for brush fires for a neutral cost. This truck would be stationed at station #2 where we took a brush truck out of service several years ago and never replaced. I would propose trading R8-1 in for a new rescue truck that would be a Suburban type of vehicle that could withstand the high use better than our current rescues. I also believe that we can make this change cost neutral and have newer pieces of apparatus. This will require some operational changes but I believe will save money in maintenance costs. We have put approximately \$15,000 in the last couple years of in engine repairs to these 2 vehicles.

Ladders 8-1 was purchased just prior to my arrival in Northfield Township. The voters approved a millage around 15 years ago for the purchase of a ladder. The ladder purchase was around \$1,000,000. The truck purchased was a 100' Pierce aerial platform truck. The previous Chief and Board at the time of 2006 sold that truck to a City in the Upper Peninsula and purchased the current 75' straight ladder. This current ladder has very minimal hours and miles on it is still in very good shape. I don't anticipate having to replace this for the next 15 years.

We currently have 2 utility vehicles. The 2000 Crown Vic (Utility 8-1) is out of service and in my opinion not worth putting money into repairs. The Crown Vic was basically donated to the fire department by the Police Department for \$1. Utility 8-2 is a 1997 Dodge Ram 2500. This truck was donated to us from the Wastewater treatment plant for \$1. Utility 8-2 is extremely rusty and the transmission was in very poor shape when we acquired it. It is not worth replacing the transmission or putting needed money into the engine. I would propose purchasing a new 4-door utility pick-up truck to replace the current utilities that we have. I would also recommend putting a snow plow on that truck to take care of the plowing of Station #2 and to be used during extreme snow storms to access homes that had not been plowed as was needed several times over the last 2 years.

This plan would take the numbers of vehicles in the fire department fleet 2 years ago that was 12 to a total of 7 vehicles. This will save on fuel, maintenance costs and un-needed miles on the larger pieces of equipment and insurance.

The plan to start to replace some of the equipment is as follows:

R8-2- Sell and replace with new ¾ ton pickup and with available remaining funds purchase a slide in water tank and pump. This truck will then be used for medicals from station #2, brush fires and general use. This can be done at any time as it does not require budgeted money.

R-8-1- Sell the current Rescue truck and replace it with a Suburban style rescue vehicle. This will be able to do nearly all the same things the current rescue only at a savings in fuel and maintenance costs and would be a newer vehicle.

E8-1 and Tanker 8-1- Replace these two vehicles with an Engine/ Tanker combo. The cost of this truck would be between \$450,000- \$500,000. I would propose that this truck be purchased using current Fire Department fund balance with a contribution from the general fund balance and the money received by the sale of E8-1 and T8-1.

U8-1 and U8-2- I would propose replacing these two utilities with 1 utility truck that would be a four door ¾ ton vehicle with a snow plow. This money would come from the fire department fund balance.

I would then move E8-2 and T8-2 out to station #2 until they can be replaced using a newly developed capital improvement fund. I would expect that within 8 years we would have the money built up in that fund to replace the two of these vehicles with a previously mentioned Engine/Tanker combo.

The Ladder would probably need to be addressed in about 15 years.

Establishment of a Fire Department Apparatus Capital Improvement Fund. After several discussions with the Township Manager we have come up with a plan to start replacing much needed fire department apparatus. We discussed always maintaining a 33% fund balance which would leave 4 months of the current budget to run the fire department in case of a millage failure. At the start of the 2015/2016 budget year the fund balance was \$413,000. The appropriations budget for the same period is \$670,000.

Using 33% for a fund balance we would be required to keep \$225,000 in the fund balance. This would allow us to move \$188,000 into a capital improvement fund. With the sale of E8-1 and T8-1 we would receive in the area of \$75,000. This would give us \$263,000 available for use of purchasing apparatus.

My first requests for purchase that would affect the budget would be for the replacement of the utilities. I would request this for the current budget year (15/16). I am estimating that this purchase would be in the neighborhood of \$35,000-\$40,000.

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My second request would occur in the budget year (16/17). This would be for the proposed sale of an Engine and Tanker and the purchase of an Engine/ Tanker combo. This purchase would be in the area of \$450,000-\$500,000. This would require a contribution from the general fund of around \$250,000-\$300,000.



## Memo

**To:** Northfield Township Board  
**From:** Howard Fink  
**Date:** 7/21/2016  
**Re:** Main Street

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Dear Township Board,

We have been working on the Main Street sidewalk project for quite awhile. We are finally ready for construction, but prior to doing, the board needs to affirm its commitment to the project. No monies are coming out of the General Fund, but we will be borrowing against our CDBG allocation for the next 9 years. Attached is the breakdown for the project. If you are still in agreement, please vote on authorizing the project to move forward to be paid for by current CDBG funds and future allocations.

Previous CDBG Allocations Utilized for Project:

2010	\$25,000
2011	\$10,000
2013	\$11,687
2014	\$9,383
2015	\$12,202
<b>TOTAL</b>	<b>\$68,272</b>

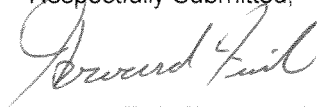
ACTUAL Cost of Project:

\$18,000	Design Engineering (OHM)
\$26,265	Construction Engineering (Not to Exceed, OHM)
\$115,628	Construction (GM & Sons, Inc.)
<b>\$159,893</b>	<b>TOTAL COST</b>

$\$159,893 - \$68,272 = \$91,621$  needed to borrow from future Northfield Township CDBG Allocations.

Assuming an average of \$10,000 in CDBG allocations per year, 9 years of future Township CDBG allocations will be need to be advanced to complete the project.

Respectfully Submitted,



Howard Fink, Township Manager



ARCHITECTS. ENGINEERS. PLANNERS.

July 12, 2016

**Washtenaw County**  
**Office of Community and Economic Development**  
415 W. Michigan Ave, Suite 2200  
Ypsilanti, MI 48197

Attention: Nathan Voght

Regarding: **RFP #6881 Main Street Sidewalk Improvements - Northfield Township**  
**Recommendation of Award**  
OHM Job # 0161-15-0020

Dear Mr. Voght:

Sealed bids for the Main Street Sidewalk Improvements project were received and publicly read aloud on Monday July 11, 2016. Proposals were received from two (2) bidders. The two (2) bidders and their bid amounts are summarized below and detailed in the attached bid tabulation. At the time plans and specifications were made available for bidding (June 16, 2016) the post-design Engineer's Opinion of Construction Cost for this project was estimated to be \$108,102.00.


<b>Contractor</b>	<b>Amount</b>
GM and Sons, Inc.	\$115,628.00
E.T. MacKenzie Co.	\$123,900.00

The project scope consists of constructing a 5-foot wide concrete sidewalk along the east side of Main Street from the Westbrook apartment complex approximately 950 feet in length to a location crossing Main Street and connecting to the existing sidewalk at the Whitmore Lake Middle School campus. The work to be done under this Contract includes the furnishing of materials, equipment, and labor necessary to complete the proposed work, as well as all necessary restoration in accordance with the specifications.

GM and Sons, Inc., located in Ann Arbor, Michigan is the confirmed low bidder. Based on our experience, they have performed similar type sidewalk projects and have satisfactorily completed public project for Washtenaw County in the past. Based on our findings and discussions with County and Township staff, we recommend award of the Main Street Sidewalk Improvement project to GM and Sons, Inc. in the amount of \$115,628.00, per the unit prices bid for the project. If you have any questions, please do not hesitate to call our office at (734) 522-6711.

Sincerely,

**OHM Advisors**

  
\_\_\_\_\_  
Jacob Rushlow, P.E.  
Project Manager

Enclosures: *Bid Tabulation*  
Cc: File

Tabulation for Bids Received on 7/11/16  
 Main Street Sidewalk Improvements  
 Washtenaw County, MI  
 OHM Job No.:0161-15-0021

GM and Sons, Inc.  
 6784 Whitmore Lake Rd.  
 Whitmore Lake, MI 48189

E. T. Mackenzie Company  
 6400 Jackson Rd.  
 Ann Arbor, MI 48103

Phone: 734-929-1259

Phone: 734-761-5050

Item No.	Description	Estimated Quantity	Unit		Amount	
			Price	Amount	Price	Amount
1)	Mobilization, Max 10%	1 Ea	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
2)	Traffic Control	1 LS	\$10,000.00	\$10,000.00	\$6,429.00	\$6,429.00
3)	Station Grading	9.4 Sta	\$2,500.00	\$23,500.00	\$1,000.00	\$9,400.00
4)	Pavt, Rem	24 Syd	\$20.00	\$480.00	\$40.00	\$960.00
5)	Sidewalk, Rem	9 Syd	\$20.00	\$180.00	\$19.00	\$171.00
6)	Erosion Control, Silt Fence	929 Ft	\$2.00	\$1,858.00	\$4.50	\$4,180.50
7)	Culv, CMP, 12 inch	35 Ft	\$55.00	\$1,925.00	\$50.00	\$1,750.00
8)	Culv End Sect, CMP, 12 inch	4 Ea	\$450.00	\$1,800.00	\$200.00	\$800.00
9)	Reconstruct Sanitary Structure	2 Ea	\$725.00	\$1,450.00	\$1,400.00	\$2,800.00
10)	Sand Subbase, CL II	156 Ton	\$30.00	\$4,680.00	\$60.00	\$9,360.00
11)	Sidewalk, Conc, 4 inch	4132 Sft	\$5.00	\$20,660.00	\$6.00	\$24,792.00
12)	Sidewalk Ramp, Conc, 6 inch	100 Sft	\$10.00	\$1,000.00	\$19.00	\$1,900.00
13)	Sidewalk, Conc, 6 inch	525 Sft	\$6.00	\$3,150.00	\$7.50	\$3,937.50
14)	Irrigation Line	100 Ft	\$2.50	\$250.00	\$18.00	\$1,800.00
15)	Remove and Reset Irrigation Head	10 Ea	\$75.00	\$750.00	\$80.00	\$800.00
16)	Post, Steel, 3 lb	16 Ft	\$25.00	\$400.00	\$12.00	\$192.00
17)	Sign, Type IIIB	22 Sft	\$30.00	\$660.00	\$25.00	\$550.00
18)	Solar Power RRFB Assembly (Two-Way, Complete)	2 Ea	\$11,250.00	\$22,500.00	\$12,300.00	\$24,600.00
19)	Pavt Mrkg, Ovly Cold Plastic, 6 inch, White	66 Ft	\$7.50	\$495.00	\$8.00	\$528.00
20)	Pavt Mrkg, Ovly Cold Plastic, 12 inch, White	60 Ft	\$14.00	\$840.00	\$15.00	\$900.00
21)	Pavt Mrkg, Ovly Cold Plastic, Ped	2 Ea	\$200.00	\$400.00	\$170.00	\$340.00
22)	Pavt Mrkg, Ovly Cold Plastic, Xing	2 Ea	\$200.00	\$400.00	\$205.00	\$410.00
23)	Turf Establishment	1 LS	\$6,450.00	\$6,450.00	\$12,300.00	\$12,300.00
24)	Digital Video Recorded Survey	1 LS	\$1,800.00	\$1,800.00	\$5,000.00	\$5,000.00
<b>TOTAL BID AMOUNT</b>				<b>\$115,628.00</b>		<b>\$123,900.00</b>

## Memo

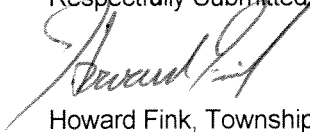
**To:** Northfield Township Board  
**From:** Howard Fink  
**Date:** 7/21/2016  
**Re:** Parking Lot for 75 Barker

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Dear Township Board,

The DDA has committed to sealing and re-striping the 75 Barker Parking lot. They are requesting that half of the funds come out of the General Fund (\$800). I recommend doing so, and I also recommend splitting some high end community parking signage so that we can begin utilizing the parking lot at 75 Barker in a more proactive way.

Respectfully Submitted,



Howard Fink, Township Manager

## Memo

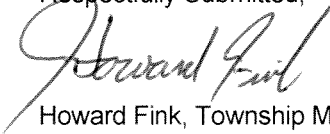
**To:** Northfield Township Board  
**From:** Howard Fink  
**Date:** 7/20/2016  
**Re:** 75 Barker Lease

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Dear Township Board,

Tina Lupi Smith has requested a new lease with the Township Board regarding 75 Barker. While this is bound to create some political reverberations, I do not recommend signing a long term lease. The future of 75 Barker continues to be a point of discussion in the community. I do not believe we have coalesced around a particular use. I recommend continuing with National Staffing on a month to month lease. To provide National Staffing some assurances, we can always agree to a 60 or 90 day notification if we intend to break the month to month lease. There is an advantage to signing another long term lease, as we have a guarantee of revenue. This is a classic policy decision. I was hoping that we could debate the issue at this meeting and vote in the following two weeks.

Respectfully Submitted,



Howard Fink, Township Manager

LEASE

This Lease is made this 2<sup>nd</sup> day of June, 2014, between the TOWNSHIP OF NORTHFIELD, a Michigan Municipal Corporation, whose address is 8350 Main Street, Whitmore Lake, Michigan 48189, hereinafter referred to as "Landlord" and NATIONAL STAFFING AND HOME CARE, INC., a Michigan Corporation, whose address is 5039 Girard Drive, Pinckney, 48169, hereinafter referred to as "Tenant".

**PREMISES LEASED:** The Landlord leases to the Tenant the main office portion of the building commonly referred to as the old township hall located at 75 Barker Road, as more particularly described in attached Exhibit "A", consisting of approximately 1,331 square feet of building space located on real estate in the Township of Northfield, County of Washtenaw, State of Michigan. The Landlord also leases to the Tenant the 2 office spaces located in the Fire Hall, consisting of approximately 50 square feet each, including the right of ingress and egress to the offices.

Tenant agrees and acknowledges that it will not utilize any portion of the Fire Hall other than the two (2) office spaces indicated above. Tenant agrees that the parking lot will continue to be utilized as a public parking lot used by the Township, by members of the public, merchants and their customers, and for other civic events approved by Landlord. Civic events shall include, but not be limited to, the Kiwanis Fourth of July BBQ picnic, Whitmore Lake Public School events, and Farmer's Market. The Farmer's Market will be held in the parking lot on Thursdays from 2:00 p.m. to 7:00 p.m. beginning in June and continuing through September and will require a minimum of ten (10) parking spaces. Landlord reserves the right to approve additional events and/or modify civic event dates and times.

**TERM:** The term of this Lease shall be for one (1) year commencing on the 27<sup>th</sup> day of July, 2014, and terminating on the 27<sup>th</sup> day of July, 2015. It is agreed that in the event of the Tenant

holding over after the termination of this Lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary.

**RENT:** The Tenant leases the premises described above for the term as stated above and agrees to pay the Landlord as rent for said premises the sum of Nine Hundred Eighty Dollars (\$980.00) per month, payable in advance, beginning on the first day of the month following commencement of this Lease, as set forth under "term" above and on the same day for each and every month thereafter for the term of this Lease. The monthly rents are to be allocated as follows: (a) Eight Hundred Thirty Dollars (\$830.00) for the main office portion of the premises, and (b) Seventy-Five Dollars (\$75.00) each for the two office spaces in the Fire Hall; for a total of Nine Hundred Eighty Dollars (\$980.00) per month. All payments of rent or other sums to be paid to the Landlord shall be made at 8350 Main Street, Whitmore Lake, Michigan 48189.

**SECURITY DEPOSIT:** Landlord acknowledges receipt of a security deposit in the amount of One Thousand Two Hundred Fifty Dollars (\$1,250.00) and agrees to hold the deposit in accordance with Michigan law. The security deposit may, at the option of the Landlord, and in accordance with Michigan law, be used to pay any damages suffered by the Landlord by reason of the Tenant's breach of its obligation under this Lease.

**USE:** The Tenant shall use the designated premises for office use and for no other purposes without the prior written consent of the Township of Northfield.

**ACCESS BY LANDLORD:** The Landlord shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the premises and for any purpose related to the safety, protection, operation or improvements of the building and for access to the Fire Hall. The Landlord shall also have unlimited access to the electrical controls located in the garage of the Fire Hall. The Landlord may also allow other authorized individuals reasonable access to the Fire Hall for the purposes of storage. If the Landlord deems any repairs necessary,

it may demand that the Tenant make the same and if the Tenant refuses or neglects forthwith to commence such repairs and complete the repairs within reasonable dispatch, the Landlord may make or cause to be made such repairs and shall not be responsible to the Tenant for any loss or damage that may accrue to its business by reason thereof, and if the Landlord makes or causes to be made such repairs, the Tenant agrees that it will forthwith on demand pay to the Landlord the cost thereof with interest at seven (7%) percent per annum.

**TENANT'S COVENANTS:** The Tenant agrees as follows:

1. To use the premises in accordance with all governmental laws and regulations.
2. Tenant agrees to pay the costs of all utilities charged to 75 Barker Road, which utilities shall include, but not be limited to, electricity (both supply costs and actual electricity) for all Detroit Edison and Integris utility accounts, natural gas, cable, telephone, and sewage.
3. To pay any and all personal property taxes arising out of or incident to its use of the leased premises.
4. To maintain the interior of the leased premises in good repair during the continuance of this Lease and, at the termination of the Lease, to yield and deliver up the premises in like condition as when taken, and reasonable use and wear.
5. To not make any alterations, additions or improvements to said premises without the Landlord's prior written consent. In the event the Township has approved an alteration, addition or improvement to said premises, the Landlord shall become the owner of said alteration, addition or improvement upon termination of the Lease.
6. To not perform any acts or carry out any practices which may injure the building or constitute a nuisance.
7. To keep the premises under its control clean and free from rubbish and dirt at all times.
8. To indemnify and hold harmless the Landlord from any liability for damages to



any person or property in, on, or about the leased premises or common elements, including, but not limited to, the sidewalk adjacent to the building, from any cause whatsoever; and Tenant will procure and keep in effect during the term of this Lease renter's insurance for the benefit of the Landlord at Tenant's expense, in the amount of One Million Dollars (\$1,000,000.00). Landlord shall be listed as a named insured. Tenant shall deliver the Certificate of Insurance to the Landlord and upon Tenant's failure to do so, the Landlord may at its option obtain such insurance and the cost shall be paid as additional rent due and payable upon the next ensuing rent day.

9. To not assign this Lease or sublet the premises or any portion of the premises without the express written consent of the Township of Northfield.
10. To peaceably surrender and deliver up the premises and every part thereof to the Landlord upon the expiration of the term of this Lease.

**LANDLORD'S COVENANTS:** The Landlord agrees as follows:

1. The Landlord guarantees that the Tenant will peaceably hold and enjoy the premises as long as the Tenant shall perform all of the terms and covenants of this Lease to be performed by it.
2. The Landlord will procure and maintain fire and extended insurance coverage on said building located on the premises, but this shall not be construed to provide any coverage for any property placed upon said premises by the Tenant.
3. The Landlord shall be responsible for all repairs in excess of Five Hundred Dollars (\$500.00) that would constitute a capital improvement to the premises, such as repairs to the roof, plumbing, electrical, heating and cooling systems.

**DESTRUCTION OF PREMISES:** It is understood and agreed that if the premises leased are damaged or destroyed in whole or in part by fire or other casualty during the term of this Lease, either party shall have the right to terminate this Lease. It is further understood and agreed that if the damage or destruction is a result of the negligent act or intentional act of the Tenant, the Tenant shall not have the right to terminate this Lease.

**DEFAULT:** If the Tenant shall default in any payment or expenditure other than the rent

required to be paid or expended by the Tenant under the terms of this Lease, the Landlord may at its option make such payment or expenditure, in which event the amount shall be payable as rent to the Landlord by the Tenant on the next ensuing rent date together with interest at seven (7%) percent per annum from the date of such payment or expenditure by the Landlord and on default on such payment, the Landlord shall have the same remedies as on default in the payment of rent.

In the event the Landlord shall, during the period covered by this Lease, obtain possession of the premises by summary proceedings, or otherwise, the Tenant hereby agrees to pay the Landlord the expense incurred in obtaining possession of the premises and also all expenses and commission which may be paid in and about the letting of the same, and all other damages. It is agreed that each and every one of the rights, remedies and benefits provided by this Lease shall be cumulative, and shall not be exclusive of any other rights, remedies or benefits allowed by law.

**BANKRUPTCY AND INSOLVENCY:** The Tenant agrees that if the estate created hereby shall be taken in execution, or by other process of law, or if the Tenant shall be declared bankrupt or insolvent, according to law, or any receiver is appointed for the business and property of the Tenant, or if any assignment is made of the Tenant's property for the benefit of creditors, then in such event, the Lease may be canceled at the option of the Landlord.

**POSSESSION:** Landlord shall have no liability to Tenant if Landlord shall be unable to deliver possession of the premises on the date of the commencement of the term of this Lease by reason of the holding over of the prior occupant, or for any other cause beyond the reasonable control of Landlord, but in such event rent shall not commence until possession of the premises is tendered to Tenant. If Tenant shall occupy the premises prior to the date of the commencement of the term with the consent of Landlord, such occupancy shall be subject to all of the terms and conditions of this Lease.

**MORTGAGE:** Landlord reserves the right to subordinate this Lease to the lien of any first mortgage now or hereafter placed upon the premises. Tenant agrees to execute any documents requested by Landlord or mortgagee to confirm any such subordination.

**LEASING AS IS:** The Tenant acknowledges that the premises have been examined prior to the making of this Lease and that no representations as to the condition or state of repairs


have been made by the Landlord or his agent which are not herein expressed, and the Tenant accepts the leased premises in the present condition at the date of the execution of this Lease.

**NOTICES:** Whenever under this Lease a provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if such notice to the Tenant is in writing addressed to the Tenant at its last known address or at the leased premises and deposited in the mail with postage prepaid and if such notice to the Landlord is in writing addressed to the last known address of the Landlord and deposited in the mail with postage prepaid.

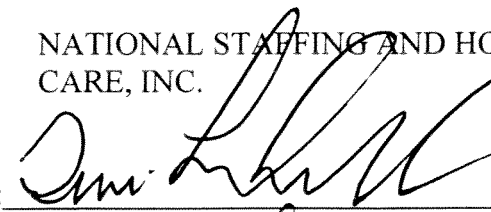
**ADVERTISING DISPLAY:** It is agreed that all signs and advertising displayed in or about the premises shall be such only as to advertise the business carried on upon said premises. The Landlord shall control the character, location and size of the signs. No signs shall be displayed unless approved by the Landlord. No awnings shall be installed or used on the exterior of said building unless approved by the Landlord.

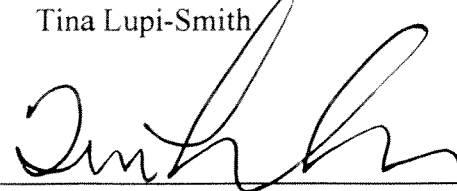
Executed by the Landlord on this 2nd day of ~~May~~<sup>June</sup>, 2014 pursuant to approval of the Northfield Township Board of Trustees on the 13th day of ~~May~~<sup>May</sup>, 2014.

TOWNSHIP OF NORTHFIELD

By:   
Howard Fink, Township Manager

NATIONAL STAFFING AND HOME CARE, INC.

By:   
Tina Lupi-Smith

Its: \_\_\_\_\_  
By:   
Tina Lupi-Smith,  
Individually

## Memo

**To:** Northfield Township Board  
**From:** Howard Fink  
**Date:** 7/20/2016  
**Re:** 75 Barker Parking Lot / Driftwood Marina

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Dear Township Board,

Soamer, owner of Little Proky's and Driftwood Marina, is contemplating a Bar / Grill and Marina at the old driftwood marina Site. In order for him to pull the trigger on this development, he needs assurances that he has access to the parking lot at 75 Barker for his patrons. I am in support of this and recommend that the Township enter into an agreement with Soamer on the public parking use of 75 Barker existing lot. It would be helpful for the board to discuss this issue and provide some guidance on what your wishes are. Paul Burns and I can then develop an agreement between the Township and Soamer. In general, I am in full support of the 75 Barker lot as a public lot.

Respectfully Submitted,



Howard Fink, Township Manager